

OFFER TO PURCHASE

CONTRACT OF PURCHASE AND SALE

DATED the _____ day of _____ - - - - -

BETWEEN:

Nicola Lakeshore Estates Inc.
106-1121 McFarlane Way
Merritt, BC V1K 1B9

(the "Vendor")

AND:

Home Phone: _____ Business Phone: _____

(the "Purchaser")

WHEREAS the Vendor has developed a development known as "Nicola Lakeshore Estates" on Nicola Lake, British Columbia, on that property described as Lot 1, Plan 17131 and District Lot 530, Kamloops Division Yale District, except Plans 17131, KAP73062 and KAP73063 (the "Lands").

AND WHEREAS the Purchaser is desirous of purchasing
Lot _____ of Plan _____ registered in the Kamloops Land
Title Office (hereinafter referred to as "Lot _____" or the "Lot.")

IN CONSIDERATION of payment of the Purchase Price of
\$ _____ by the Purchaser to the Vendor in the same manner hereinafter
received and the terms and conditions of this Agreement, the Vendor agrees to sell and
the Purchaser agrees to purchase the Lot on the following terms and conditions:

TERMS AND CONDITIONS

1. Purchase Price: \$ _____
- (a) By initial deposit to the Vendor's solicitors, Morelli Chertkow (the receipt of which is hereby acknowledged by the Vendor) (1% minimum) \$ _____
- (b) By further deposit upon removal of purchaser's conditions this amount and the initial deposit equal 10% of Purchase Price \$ _____
- (c) Balance upon completion \$ _____
- TOTAL: \$ _____

All deposits shall be held in trust by Morelli Chertkow in a CWB Trust Account as a stakeholder pursuant to the Real Estate Act. In the event that the vendor fails to complete this transaction on the Completion Date then the deposit shall be refunded forthwith to the Purchaser. All deposit cheques should be made payable to Morelli Chertkow "In Trust." All deposits to be credited to the purchase price at completion. Interest, if any, shall accrue to the benefit of the Purchaser and a small trust charge will apply.

The Purchase price does not include applicable Federal Goods and Services Tax ("GST"). The Purchaser shall be responsible for payment of GST and the Purchaser hereby indemnifies the Vendor from any and all liability for such payment. The Vendor will not provide a credit to the Purchaser for any GST rebate or portion thereof, should the Purchaser be entitled to any such rebate.

2. Legal Fees:

It shall be the Purchaser's responsibility to prepare documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor for execution by the Vendor a Transfer in registrable form and a Statement of Adjustments at least three (3) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Vendor. The Vendor shall bear all costs of clearing the title.

3. Completion Date:

The sale shall be completed on the _____ day of _____, _____ (the "Completion Date"). The Purchaser agrees that the Completion Date may be extended by the Vendor without penalty and without entitling the Purchaser to withdraw from the transaction. Provided that the Vendor exercises all reasonable diligence resolving outstanding items.

4. Adjustment and Possession Date:

All adjustments, both ingoing and outgoing, of whatsoever nature will be made as of the Completion Date. The Purchaser shall obtain possession of the Lot, free of all tenancies on the Completion Date, and after the balance of the purchase price has been paid.

5. Included Equipment:

The Purchase Price shall include the following equipment:

Nil

6. Title:

On the Completion Date, the Vendor will transfer title to the Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:

- (a) those encumbrances set out in Paragraph 3.2 (c) (II) through (III) of the Disclosure Statement and as amended in any Amendments to the Disclosure Statement, and described therein as Permitted Encumbrances: and
- (b) any other easements, rights of way, or covenants in favor of utilities, public authority and other parties as required by them (the "Permitted Encumbrances").

The Purchaser acknowledges and agrees that the Vendor will be using the purchase monies received from the Purchaser to obtain a partial discharge of the Vendor's financing. The Purchaser's solicitor or notary public will pay the balance of the purchase price on the Completion Date to Morelli Chertkow in Trust on their undertaking to pay and discharge the Vendor's financing from the title to the Lot. If the purchaser is relying upon a new mortgage to finance the purchase price, the Purchaser, while still required to pay the balance of the purchase price on the Completion Date, may wait and pay the same until after the transfer and new mortgage have been lodged for registration at the Kamloops Land Title Office, but only if before such lodging against title to the Lot, the Purchaser has:

- A. deposited in trust with its solicitor or notary public, the cash balance of the purchase price not being financed by the mortgage;
- B. fulfilled all the new mortgagee's conditions for funding except lodging for registration: and
- C. made available to Morelli Chertkow a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the purchase price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

7. Risk:

The Lot shall be at the risk of the Vendor until the Adjustment Date or actual possession by the Purchaser, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion or civil commotion, the Purchaser may at his option, cancel this Contract and shall thereupon be entitled to the return of any deposit monies paid hereunder. The Lot shall be at risk of the Purchaser from the Adjustment Date or actual possession by the purchaser, whichever occurs first.

8. Time:

Time shall be of the essence hereof. In the event that the purchase and sale contemplated by this agreement is not completed on the Completion Date or the Completion Date as extended pursuant to Paragraph 3 hereof, as a result of the Purchaser's default, the Vendor may, at its election, cancel this agreement and the amount paid by the purchaser as a deposit shall be absolutely forfeited to the Vendor as liquidated damages or the Vendor may, at its option, elect not to cancel this Agreement, but retain the deposit without prejudice to the rights of the Vendor to obtain from the Purchaser by an action for specific performance or otherwise, payment in full of the purchase price or pursue the Purchaser for damages arising out of the Purchaser's failing to complete this Contract of Purchase and Sale or pursue any other remedy available to the Vendor.

9. Agency Relationship:

The Purchaser acknowledges that _____ acts as a realtor for the Vendor only and has no agency relationship with the Purchaser.

10. Right of Rescission

Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of Purchase and sale or contract to lease by serving written notice on the Developer or the Developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to:

- (a) the Developer at the address shown in the Disclosure Statement received by the purchaser,
- (b) the Developer at the address shown in the purchaser's purchase agreement,
- (c) the Developer's brokerage, if any, at the address shown in the Disclosure Statement received by the purchaser, or
- (d) the Developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The Developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

11. Special Conditions

The Purchaser acknowledges that the Vendor will be developing other lands adjoining the subdivision of which the Lot is a part. The Purchaser acknowledges that it is a condition of the Vendor's agreement to sell the Lot to the Purchaser that the Purchaser agrees to support and not to oppose the future development of those other lands owned by the Vendor. The Purchaser acknowledges that in the event the Purchaser opposes such Development, damages may not be an adequate remedy for the Vendor and that the Vendor shall be entitled to an injunction prohibiting the Purchaser from opposing such development and all costs on a solicitor-own client basis incurred in obtaining such remedies as may be available to the Vendor.

12. General

A. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within the Agreement. The representations and warranties contained herein will survive completion and the conveyance of the Lot to the

Purchaser.

B. Any notice, document or communication required or permitted to be given under this agreement shall be in writing and either delivered by hand, transmitted by fax, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document or communication shall be, if delivered, when delivered, if sent by fax, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.

IN THIS AGREEMENT:

- a. The singular include the plural and vice versa;
- b. The masculine includes the feminine and vice versa;
- c. Any reference to a party includes the party's heirs, executors, administrators and assigns, and in the case of a corporation, its successors and assigns;
- d. Any covenant, proviso, condition or agreement made by two or more persons shall be construed as several, as well as joint.

This offer is open for acceptance on or before _____ o'clock _____. M. on _____ - _____, 20__.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Nicola Lakeshore Estates Inc.,
by its authorized signatory:

Name:

Witness

SIGNED, SEALED AND DELIVERED)
In the presence of:)
_____)
Signature)
_____)
Name)
_____)
Address)
_____)
Occupation)

Signature of Purchaser

Signature of Purchaser

ADDENDUM

FURTHER TO the Contract of Purchase and Sale signed by the Purchaser(s) on
-----20

BETWEEN:

NICOLA LAKESHORE ESTATES INC.
106 – 1121 McFarlane Way
Merritt, BC V1K 1B9

AND:

Purchaser(s)

For Lot. _____ , Nicola Lakeshore Estates

For good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the parties agree as follows:

1. This agreement is subject to the Purchaser being made available
satisfactory financing in the amount of \$ _____ by
on or before _____. If the Purchaser fails to
notify the Vendor in writing on or before the said date that
financing is or is not available, then the Purchaser will be
deemed to have waived this condition, and the obligation of the
Purchaser to complete the purchase will be unconditional. The
Purchaser will make all possible best efforts to fulfill this
condition including the pledging of additional security as may be
necessary to obtain the financing sought. The condition is for the
sole benefit of the Purchaser.

2. _____

See Page 2 for any additional conditions, if any.

AGENCY DISCLOSURE (if applicable):

The Purchaser and Vender acknowledge having received, read and understood the brochure published by British Columbia Real Estate Association entitled, "Working With a Real Estate Agent" and acknowledge and confirm as follows:

1. The Vendor has an agency relationship with _____
(Agent) and _____ (Salesperson).
2. The Purchaser has an agency relationship with _____ (Agent)
and _____ (Salesperson).

DATED THIS _____ DAY OF _____ 200

Nicola Lakeshore Estates Inc.
by its authorized Signatory:

Name:

Witness

Witness

Purchaser

Purchaser

ADDENDUM

Purchaser's Additional Conditions or Other Terms:

A series of 25 horizontal lines provided for the purchaser to write additional conditions or other terms.

Purchaser's Initials _ _ _ _

Vendor's Initials _ _ _ _

