

SAKINAW RIDGE

THIRD AMENDMENT TO DISCLOSURE STATEMENT

DATED: July 3, 2008

ORIGINAL DISCLOSURE STATEMENT DATED: September 15, 2005

FIRST AMENDMENT TO DISCLOSURE STATEMENT DATED: June 2, 2006

SECOND AMENDMENT TO DISCLOSURE STATEMENT DATE: November 15, 2006

DEVELOPER:

BGD HOLDINGS CO. LTD.

Mailing Address:

9701, 201st Street

Langley, B. C.

V1M 3E7

Address for Service:

c/o #1600, 925 West Georgia Street

Vancouver, B.C.

V6C 3L2

Agents:

Landquest Realty Corp.

#200, 313 – 6th Street

New Westminster, B.C.

(604) 664-7633

and

Ritchie Bros. Real Estate Services Ltd.

6500 River Road

Richmond, B.C.

V6X 4G5

(604) 273-7564

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the Real Estate Development Marketing Act. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

The Disclosure Statement dated September 15, 2005, the First Amendment to Disclosure Statement dated June 2, 2006 and the Second Amendment to Disclosure Statement dated November 15, 2006 are hereby amended as follows:

1. The following be added to the end of Paragraph 1. The Developer:

1.5.1 To the best of the Developer's knowledge, this is the first development of BGD Holdings Co. Ltd. David R. Milne, being one of the directors of the Developer, has not developed property previously in British Columbia. This is David R. Milne's first development. Brian Spence, being one of the directors of the Developer, has developed property in Kelowna, B.C. and Penticton, B.C., including lot subdivisions. Brian Spence has developed property for 10 years.

1.5.2 To the best of the Developer's knowledge neither it nor its officers and directors nor any principal holder have been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, within the last ten (10) years.

1.5.3 To the best of the Developer's knowledge neither it nor its officers and directors nor any principal holder have been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold their assets, within the last five (5) years.

1.5.4 To the best of the Developer's knowledge none of its officers and directors nor any principal holder have, within the last five (5) years, been an officer, director or principal holder of a developer that:

(a) has been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; and

(b) has been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

- 1.6 There are no conflicts of interest between the Developer, manager, any officers, directors or principal holders of the Developer or manager, director or officer of the principal holders or any other party related to or involved with the Development that might reasonably be expected to affect the purchaser's purchase decision.
2. Paragraph 7.2 Purchase Agreement be deleted in its entirety and the following be inserted in its place and stead:
 - 7.2 The Developer intends to sell a maximum of 5 (five) Lots, respectively Lots 10, 18, 19, 27 and 28 by way of public auction through Ritchie Bros. Real Estate Services Ltd. The Purchase Agreement (hereinafter referred to as the "Ritchie Purchase Agreement") regarding these auctioned five Lots is disclosed as follows:
 - 7.2.1 A copy of the Ritchie Purchase Agreement is attached hereto as Exhibit "F".
 - 7.2.2 The Ritchie Purchase Agreement provides in paragraph 2. DEPOSIT that in the event the Buyer fails to pay the deposit as required by the Ritchie Purchase Agreement, the Seller (Developer) may, at the Seller's (Developer's) option, terminate the Ritchie Purchase Agreement. It further provides in paragraph 11. TIME that time will be of the essence hereof, and unless the balance of cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the closing date, the Seller (Developer) may, at the Seller's (Developer's) option, terminate the Ritchie Purchase Agreement and in such event the amount paid by the buyer will be absolutely forfeited to the Seller (Developer) on account of damages, without prejudice to the Seller's (Developer's) other remedies. It further provides in paragraph 19. BREACH OF CONTRACT BY SELLER that if the Seller (Developer) defaults in the performance of any of its obligations under the Ritchie Purchase Agreement and closing fails to occur by reason thereof, the Buyer may terminate the Ritchie Purchase Agreement and shall be entitled to the return of the deposit or seek specific performance of the Ritchie Purchase Agreement.
 - 7.2.3 The Ritchie Purchase Agreement does not contain any provision for an extension of time to complete the Ritchie Purchase Agreement, nor does the Agreement contain any provision for the Developer or purchaser to require or refuse and extension, nor is there any provision for the developer to see a fee or increase the purchase price in order to agree to an extension.

7.2.4 The Ritchie Purchase Agreement provides in paragraph 21. ASSIGNMENT that the agreement may be assigned by the buyer to any party with the prior written approval of the Seller (Developer) and the Broker, such approval not to be unreasonably withheld. There is no provision for the developer to refuse to allow an assignment or seek a fee in order to agree to an assignment.

7.2.5 There is no provision in the Ritchie Purchase Agreement that provides for the purchaser or developer to receive interest on the deposit monies.

The Developer intends to sell the remaining Lots, respectively Lots 3, 8, 9, 12, 14, 16, 17, 20, 21, 22, 25, 26, 30 & 31 through Landquest Realty Corp. The Purchase Agreement (hereinafter referred to as the "Landquest Purchase Agreement") regarding these remaining Lots is disclosed as follows:

7.2.6 A copy of the Landquest Purchase Agreement is attached hereto as Exhibit "G".

7.2.7 The Landquest Purchase Agreement provides in paragraph 2. DEPOSITS that in the event the buyer fails to pay the deposit, the Seller (Developer) may, at the Seller's (Developer's) option, terminate the contract. It also provides in paragraph 3. TERMS AND CONDITIONS that unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition in the Landquest Purchase Agreement, the contract will be terminated and the deposit returnable.

7.2.8 The Landquest Purchase Agreement does not contain any provision for an extension of time to complete the Landquest Purchase Agreement, nor does the Landquest Purchase Agreement contain any provision for the Developer or purchaser to require or refuse and extension, nor is there any provision for the developer to see a fee or increase the purchase price in order to agree to an extension.

7.2.9 The Landquest Purchase Agreement does not contain any provision for assigning the Landquest Purchase Agreement. There is no provision for the developer to refuse to allow an assignment or seek a fee in order to agree to an assignment.

7.2.10 There is no provision in the Landquest Purchase Agreement that provides for the purchaser or developer to receive interest on the deposit monies.

3. Paragraph 7.4 Other Material Facts is deleted in its entirety and the following inserted in its place and stead:


“7.4 The Developer intends to sell a maximum of 5 (five) Lots, respectively Lots 10, 18, 19, 27 & 28 by way of public auction. Except for the foregoing, the Developer is unaware of any other facts that could reasonably be expected to affect the market price, value or use of the Lots.”

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of July 3, 2008.

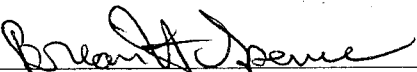
BGD Holdings Co. Ltd.

Per:




Authorized Signatory

Dated: July 3, 2008




Authorized Signatory

Dated: July 3, 2008



David R. Milne

Dated: July 3, 2008



Brian Spence

Dated: July 3, 2008

Exhibit "F"

Ritchie Purchase Agreement

SCHEDULE "B"
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference _____, 20__.

Seller: **BGD Holdings Co. Ltd.**

Buyer: _____

Address: 9701 201 Street
Langley, BC V1M 3E7

Address: _____

Phone: 604.513.5008
Fax: 604.513.0194

Phone: _____
Fax: _____

Resident of Canada or Non-resident of Canada
as defined under the *Income Tax Act* (Canada)

Property: certain lands and premises located at _____
_____ and legally described as Parcel Identifier: _____

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____ DOLLARS (\$) _____ (the "Purchase Price").
2. **DEPOSIT:** A deposit of \$ _____ (the "Deposit") which will form part of the Purchase Price, will be paid to _____ on the date hereof, to be held in trust as stakeholder pursuant to the provisions of applicable real estate legislation pending the completion of the transaction and not on behalf of any of the principals to the transaction. **The Deposit shall be non-refundable except as provided in section 19 of this Agreement.**

All monies paid pursuant to this section 2 will be held in trust in accordance with the provisions of all local laws applicable to the sale of real estate. In the event the Buyer fails to pay the Deposit as required by this Agreement, the Seller may, at the Seller's option, terminate this Agreement.

The parties hereby acknowledge that Ritchie Bros. Real Estate Services Ltd. (the "Broker") has advised them to obtain independent legal advice before signing or accepting this contract with respect to the arrangements for holding the deposit money in this transaction.

3. **COMPLETION:** The sale will be completed on the date which is 30 days from the date hereof (the "Closing Date"), by which time the Buyer shall have paid the balance of the Purchase Price to the person indicated in section 2 above.

4. **POSSESSION:** The Buyer will have vacant possession of the Property on or before 12:00 p.m. (noon) on the day which is 30 days from the date hereof (the "Possession Date").
5. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including, the date set for adjustments both incoming and outgoing of whatsoever nature will be made as of the Closing Date.
6. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, including: _____.
7. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities and except as otherwise set out herein.
8. **TENDER:** Except for the Deposit, which may be paid by way of personal cheque, payment of the Purchase Price by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's trust cheque payable to the person set out in section 2 above.
9. **BROKER'S COMMISSION AND FEES:** The parties acknowledge and agree that the Broker is entitled to receive a commission together with other fees and expenses as set out in the Listing Agreement and Contract to Auction (the "Auction Contract") between the Broker and the Seller dated _____, 20____.
10. **DOCUMENTS:** All documents required to give effect to this Agreement will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4:00 p.m. on the Closing Date.
11. **TIME:** Time will be of the essence hereof, and unless the balance of cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date, the Seller may, at the Seller's option, terminate this Agreement, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller, on account of damages, without prejudice to the Seller's other remedies.
12. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association standard undertakings (the "CBA Standard Undertakings").

13. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
14. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title. The Buyer shall be responsible to pay or account for all GST payable with respect to the transfer of the Property.
15. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 a.m. on the Closing Date. After that time, the Property and all included items will be at the risk of the Buyer.
16. **PLURAL:** In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
17. **CONDITION OF THE PROPERTY:** The Buyer shall accept the Property in an "as-is" condition, except as otherwise disclosed on the Disclosure Statement, as of the Closing Date, and Buyer agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the Buyer regarding the Property, any aspect of the condition of the Property or the fitness of the Property for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the Buyer and disclaimed by the Seller. The Buyer represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives.
18. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Agreement is executed under seal. It is agreed and understood, that the Seller's acceptance is irrevocable until after the date specified for the Buyer to either;
 - (a) fulfill or waive the terms and conditions herein contained; and/or
 - (b) exercise any option(s) herein contained.
19. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Buyer may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.

Exhibit "G"

Landquest Purchase Agreement



CONTRACT OF PURCHASE AND SALE

PREPARED BY: _____ DATE: _____
(BROKERAGE - PLEASE PRINT)

ADDRESS: _____ PC: _____ PHONE: _____

PER: _____ MLS® No.: _____
(LICENSEE - PLEASE PRINT)

SELLER: _____	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: _____	ADDRESS: _____
_____ PC: _____	_____ PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____ PID _____

LEGAL DESCRIPTION _____

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be _____
_____ DOLLARS \$ _____ (Purchase Price)
- DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid on the following terms:

All monies paid pursuant to this section (Deposit) will be delivered in trust to _____

_____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

PROPERTY ADDRESS _____

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on _____, yr. _____ (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ a.m./p.m. on _____, yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any: _____
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____, yr. _____.
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

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INITIALS

PROPERTY ADDRESS _____

12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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INITIALS

PROPERTY ADDRESS _____

20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with _____

_____ and _____
BROKERAGE LICENSEE

B. the Buyer has an Agency relationship with _____

_____ and _____
BROKERAGE LICENSEE

C. the Buyer and the Seller have consented to a limited dual agency relationship with _____

_____ and _____
BROKERAGE LICENSEE

_____ LICENSEE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

22. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

23. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock a.m./p.m. on _____, yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS _____ BUYER _____ PRINT NAME _____

X
WITNESS _____ BUYER _____ PRINT NAME _____

24. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated _____, yr. _____

X
WITNESS _____ SELLER _____ PRINT NAME _____

X
WITNESS _____ SELLER _____ PRINT NAME _____



CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:

DATE: June 17, 2008

RE: ADDRESS:

LEGAL DESCRIPTION:

PID:

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

AS BUYER, AND

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

X
WITNESS

BUYER



PRINT NAME

X
WITNESS

BUYER



PRINT NAME

X
WITNESS

SELLER



PRINT NAME

X
WITNESS

SELLER



PRINT NAME