

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS No: _____

Date: _____, 20____

RE: ADDRESS: #____ - 9885 Pinnacles Road, Silver Star Mountain, B.C.
LEGAL DESCRIPTION: Strata Lot _____, Strata Plan KAS_____, DL 1355, ODYD

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____, 20____

MADE BETWEEN: _____ AS BUYER, AND

PINNACLES SUITE HOTELS INC. and BLUE FLAMINGO HOLDINGS INC. AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

- 1. If the Property has been rented by the Seller for any period of time extending past the Completion Date the Buyer shall on the Completion Date enter into the Rental Management Agreement of the Seller with respect to the honoring by the Buyer of such rentals entered into by the Seller;
- 2. The Buyer will pay Goods and Services Tax ("GST") or Harmonized Sales Tax ("HST"), as applicable, in addition to the Purchase Price on the Completion Date unless the Seller is lawfully relieved from the obligation to collect GST or HST, as applicable, as a result of the GST or HST status of the Buyer and the intended use of the Property by the Buyer.
- 3. Nixon Wenger, LLP, lawyers for the Seller, will retain in trust, from the Purchase Price, the sum of \$3,000.00 as a seasonal holdback for landscaping and exterior painting until such time as the Seller has provided Nixon Wenger, LLP with written confirmation that the landscaping and exterior painting are complete in which circumstances Nixon Wenger, LLP shall be entitled to release such monies to the Seller without notice to or consent from the Buyer;
- 4. The Property is offered for sale pursuant to a disclosure statement dated December 17, 2009 (the "Disclosure Statement"). The Buyer acknowledges that it has received a copy of and has been given an opportunity to read the Disclosure Statement and has signed a receipt for the Disclosure Statement and provided the signed receipt to the Seller.

X _____
(Witness)

X _____
(Buyer) Print Name:

X _____
(Witness)

X _____
(Buyer) Print Name

X _____
(Witness)

X _____
(Seller) Pinnacles Suite Hotels Inc.
Print name:

X _____
(Witness)

X _____
(Seller) Pinnacles Suite Hotels Inc.
Print name:

X _____
(Witness)

X _____
(Seller) Blue Flamingo Holdings Inc.
Print name:

X _____
(Witness)

X _____
(Seller) Blue Flamingo Holdings Inc.
Print name:

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Date: _____, 20____

RE: ADDRESS: #____ - 9885 Pinnacles Road, Silver Star Mountain, B.C.
LEGAL DESCRIPTION: Strata Lot _____, Strata Plan KAS_____, DL 1355, ODYD (to be created from part Lot 3, Plan KAP85515)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____, 20____

MADE BETWEEN: _____ AS BUYER, AND

PINNACLES SUITE HOTELS INC. and BLUE FLAMINGO HOLDINGS INC. AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

3.2. The obligation of the Vendor to complete the sale herein contemplated is conditional upon the fulfillment, waiver or removal, in writing by the Vendor, of the following conditions on or before April 22, 2010:

3.2.1. Registration by the Vendor of the Strata Plan of Subdivision and supporting Strata Property Act documentation, including without limitation, the Bylaws of the Strata Corporation and the Form V Schedule of Unit Entitlement in accordance with the Disclosure Statement;

3.2.2.. Registration by the Vendor of an Easement in the Common Property in favour of Strata Lot 4 and a Lease of a portion of the Common Property in favour of Blue Flamingo Holdings Inc. as set out in paragraphs 2.2 and 2.3 of Schedule J to the Disclosure Statement;

3.2.3. Registration by the Vendor of the Easement in the Common Property and proposed Strata Lot 9 in favour of Strata Lots 1, 2 and 3, Strata Plan KAS2715 for telecommunications as set out in paragraph 2.1 of Schedule J to the Disclosure Statement;

3.2.4. Issuance by the Kamloops Land Title Office of a separate and distinct title for the Property;

X _____
(Witness)

X _____
(Buyer) Print Name:

X _____
(Witness)

X _____
(Buyer) Print Name

X _____
(Witness)

X _____
(Seller) Pinnacles Suite Hotels Inc.
Print name:

X _____
(Witness)

X _____
(Seller) Pinnacles Suite Hotels Inc.
Print name:

X _____
(Witness)

X _____
(Seller) Blue Flamingo Holdings Inc.
Print name:

X _____
(Witness)

X _____
(Seller) Blue Flamingo Holdings Inc.
Print name:

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PINNACLES SUITE HOTELS INC. and BLUE FLAMINGO HOLDINGS INC. AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

A. Status of the Strata Corporation

The Buyer acknowledges that the strata corporation will be created at the time the Seller file the strata plan of subdivision and accordingly there are no Strata Corporation or Council minutes, financial history or other like or similar strata documentation. The Buyer is referred to the Seller's Disclosure Statement for matters relating to the estimated interim operating budget, Bylaws, Rental Disclosure Statement and other strata matters.

B. Legal Description:

The Buyer acknowledges that the legal description for the Property is a strata lot number as shown on the strata plan of subdivision attached to the Disclosure Statement as Schedule A as Strata Lot #____. The Strata Plan number will be assigned by the Kamloops Land Title Office when the strata plan of subdivision is registered. The Buyer and Seller confirm that they will amend the Contract of Purchase and Sale to reflect the legal description of the Property after the plan of subdivision is registered and a separate and distinct title is issued.

C. Size of Property:

The area of the Property is shown on the Schedule A Strata Plan and the Schedule B - Form V Schedule of Unit Entitlement in square metres rounded to the nearest whole number and represents the habitable square area of the Property. If the Property contains "loft" areas the loft has not been included in the calculation of habitable square area.

X _____
(Witness)

X _____
(Buyer) Print Name:

X _____
(Witness)

X _____
(Buyer) Print Name

X _____
(Witness)

X _____
(Seller) Pinnacles Suite Hotels Inc.
Print name:

X _____
(Witness)

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(Seller) Pinnacles Suite Hotels Inc.
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(Witness)

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(Seller) Blue Flamingo Holdings Inc.
Print name:

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(Witness)

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(Seller) Blue Flamingo Holdings Inc.
Print name: