

AMENDMENT TO THE DISCLOSURE STATEMENT DATED JULY 28, 2008

OF

SUNCRAFT CONSTRUCTION LTD.

FOR

THE DOOGWOOD (name of development)

DATED: August 1, 2008

DEVELOPER: SUNCRAFT CONSTRUCTION LTD.

Mailing Address: P.O. Box 584
DUNCAN, B.C., V9L 3X9

Address for Service: 157 Trunk Road
DUNCAN, B.C., V9L 2P1

Real Estate Agent Acting on behalf of Developer: Sutton Group - Resource Realty
2610 Beverly Street
DUNCAN, B.C., V9L 5C7
(250) 748-5000
Attention: Grant Clement

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 statements 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 representation.

AMENDMENTS

1. The following paragraph is to be added to the Right of Rescission:

The following additional rights of rescission (cancellation) are as of the date of this disclosure statement, applicable to this developer, these development units and available to a proposed purchaser of a unit in this development:

If the developer has obtained approval in principle, as described in paragraph 5 of Policy Statement 5, to construct or otherwise create the development units from the appropriate municipal or other government authority, the superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

- a) **The estimated date as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;**
- b) **The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period;**
- c) **Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:**
 - (i) **The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation center or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
 - (ii) **If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that twelve month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit,**

the construction of a major common facility, including a recreation center or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and**
- (iv) All deposits paid by a purchaser, including, interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;**

2. The proposed Plan of Development which is attached to the Disclosure Statement as Schedule "A" has been amended and a new copy of the Plan of Development is attached hereto as Schedule "A".

3. Paragraph 7.2 of the Disclosure Statement is to be replaced as follows:

(1) The form of purchase agreement to be used by the developer is attached to this Disclosure Statement as Schedule H to this Disclosure Statement.

(2) The purchase agreement contains the following provisions for its termination:

The purchase agreement may be rescinded in accordance with the provisions of the Real Estate Development Act.

(3) The purchase agreement contains no provisions for extending the time for its completion. The Completion Date set out in the purchase agreement is on or before the day which is the tenth business day after the day upon which the Seller gives to the Buyer notice that the proposed plan of subdivision is finally registered in the Land Title Office or, if the purchase agreement is made after the final registration of the plan of subdivision, a fixed date. Neither the developer nor the purchaser may require an extension. The developer and the purchaser may refuse an extension. There is no provision in the purchase agreement preventing the developer or the purchaser from seeking a fee or increased or decreased purchase price in order to agree to an extension.

(4) There are no provisions of the purchase agreement providing for or prohibiting the assignment of the purchase agreement to a new purchaser.

(5) There are no provisions of the purchase agreement for the purchaser or the developer to receive interest on the deposit monies.

DEEMED RELIANCE

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.

DECLARATION

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 August 1, 2008.

SUNCRAFT CONSTRUCTION LTD.

By its Authorized Signatory

Authorized Signatory

The Director in his Personal Capacity:

Director - Curtis Blair Stretch

SOLICITOR'S CERTIFICATE

IN THE MATTER of the Real Estate Act and
the Amended Disclosure Statement of

SUNCRAFT CONSTRUCTION LTD.

For property described as:

THE DOGWOOD of 560 Jubilee Street,

Duncan, British Columbia

PID #005-108-403

Lot 1, Section 18, Range 6, Quamichan
District, Plan 11088

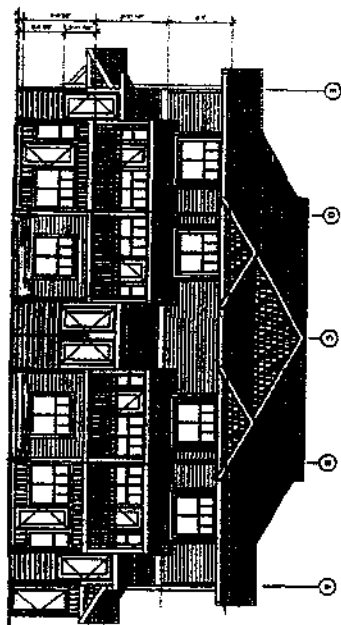
I, HUGH ARMSTRONG, Solicitor, a member of the Law Society of British Columbia, having read over the above described Amended Disclosure Statement dated August 1, 2008 for the Disclosure Statement dated July 28, 2008, made any required investigations in public offices and reviewed same with the Developer therein named, hereby certify that the facts contained in the Amended Disclosure Statement are correct.

DATED at the City of Duncan, in the Province of British Columbia on August 1, 2008.

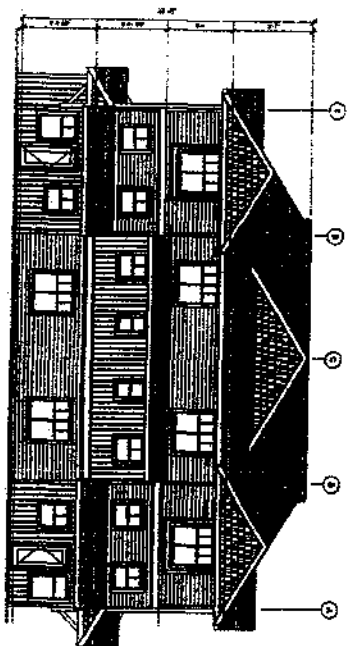


HUGH ARMSTRONG

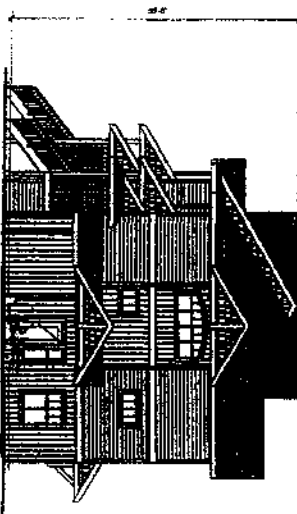
Schedule A



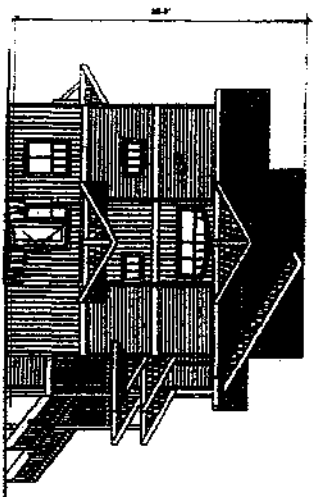
FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

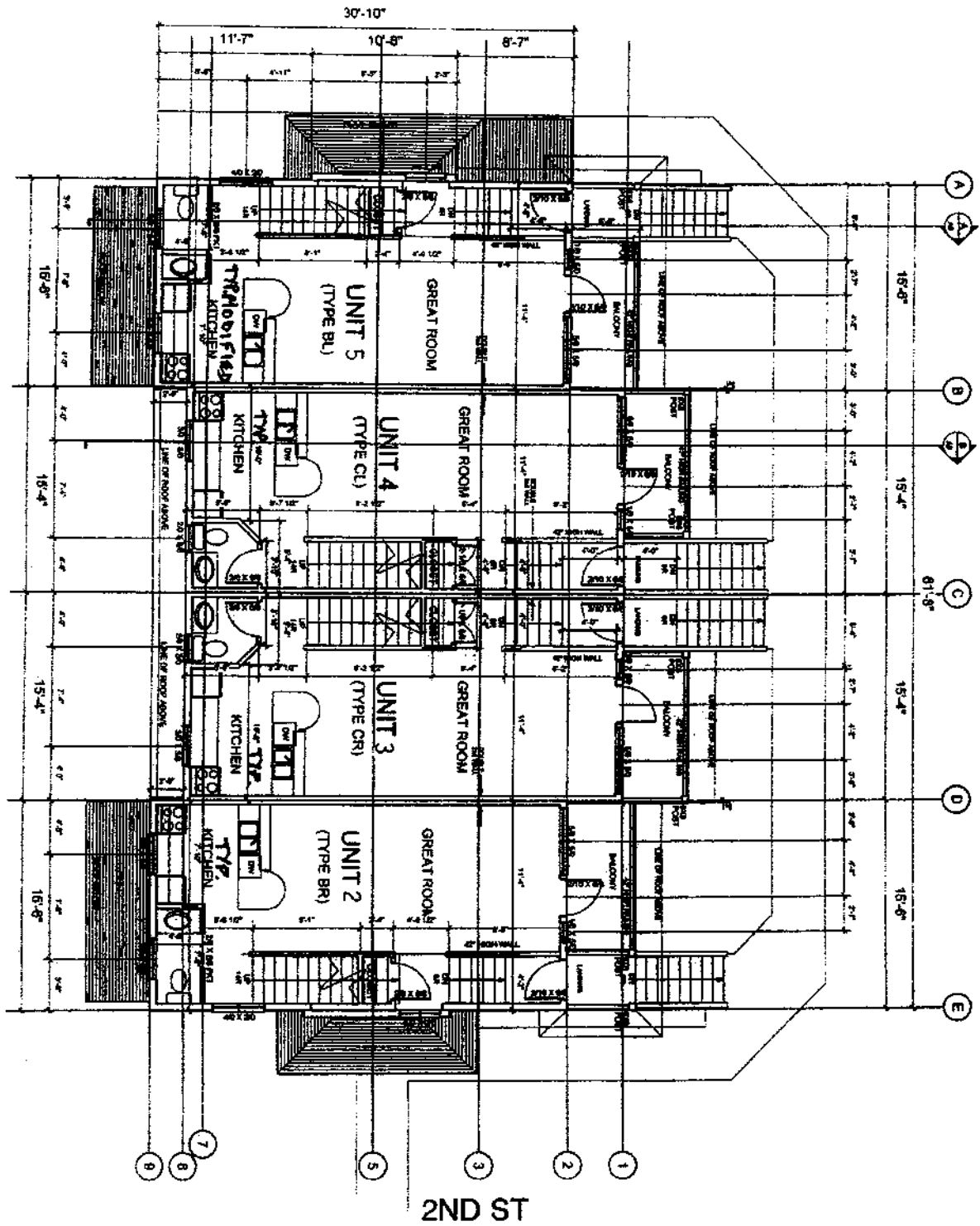


SIDE ELEVATION

ELEVATIONS

<p>560 JUBILEE STREET SUNCRAFT CONSTRUCTION</p>		<p>560 Jubilee Street Suncraft Construction 1000 W. 10th St. Wichita, KS 67202 Tel: 316-261-2000 Fax: 316-261-2001</p>
<p>DESIGNED BY: J.L.A.C. DATE: JUNE 28, 2008 SCALE: AS NOTED</p>	<p>PROJECT: 560 Jubilee Street DRAWING NO: A10</p>	<p>STAMP J.L.A.C. ARCHITECT 1000 W. 10th St. Wichita, KS 67202 Tel: 316-261-2000 Fax: 316-261-2001</p>

2ND FLOOR PLAN



JUBILEE ST

2ND ST

560 JUBILEE STREET
SUNCRAFT CONSTRUCTION

2ND FLOOR PLAN

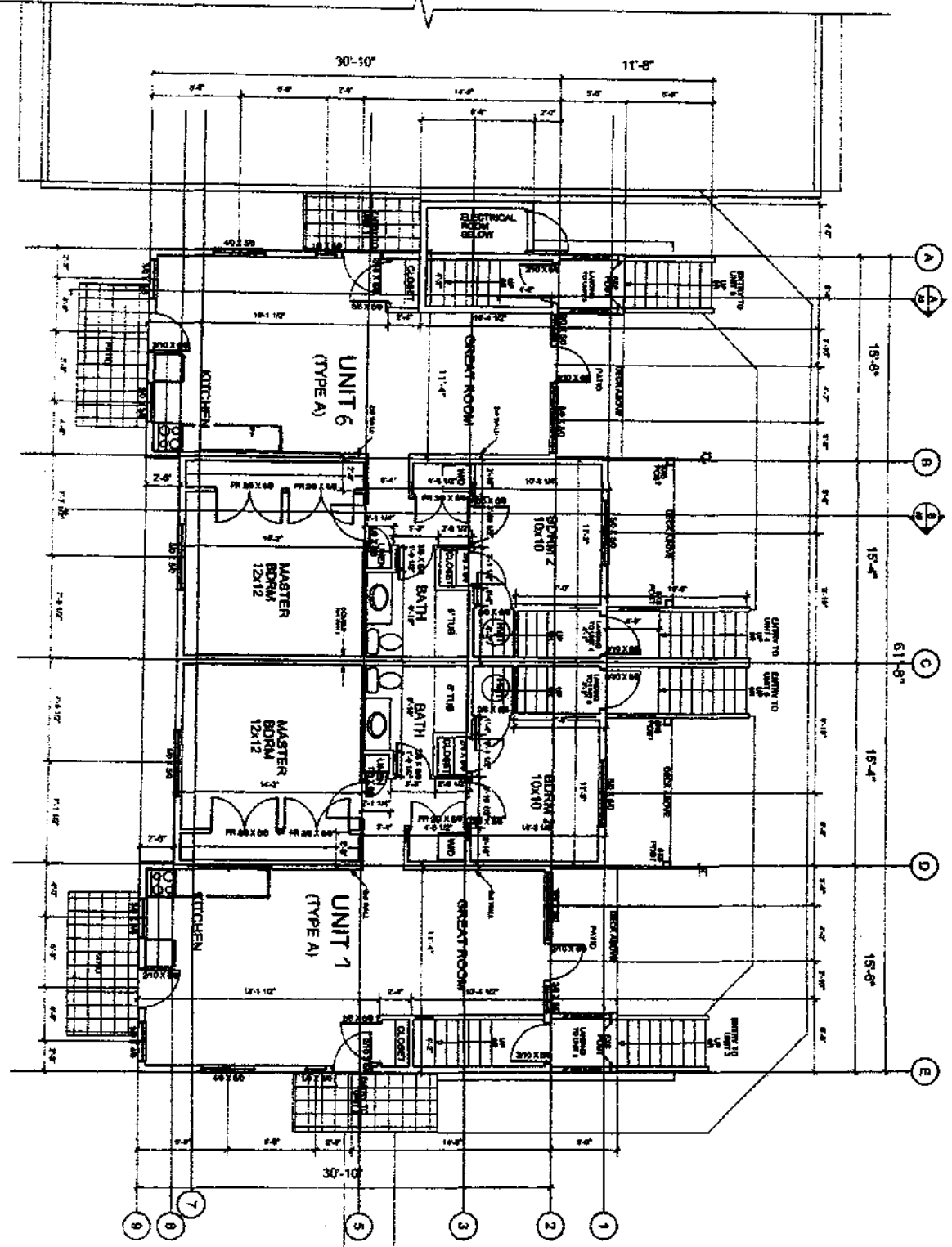


DATE	12.14.11
DATE	JUNE 26, 2008
SCALE	AS SHOWN
PROJECT	CONSTRUCTION
DATE	12.14.11

NO.	DATE	DESCRIPTION
1	12.14.11	ISSUED FOR PERMITS
2	12.14.11	ISSUED FOR PERMITS
3	12.14.11	ISSUED FOR PERMITS
4	12.14.11	ISSUED FOR PERMITS
5	12.14.11	ISSUED FOR PERMITS
6	12.14.11	ISSUED FOR PERMITS
7	12.14.11	ISSUED FOR PERMITS
8	12.14.11	ISSUED FOR PERMITS
9	12.14.11	ISSUED FOR PERMITS
10	12.14.11	ISSUED FOR PERMITS

JUBILEE ST

MAIN FLOOR PLAN



2ND ST

560 JUBILEE STREET
SUNCRAFT CONSTRUCTION

silips architect, inc.
ARCHITECTS
1000 W. 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.SILIPSARCHITECT.COM

PROJECT: 560 JUBILEE STREET
DATE: 08/14/13
SCALE: AS SHOWN
DRAWING NO: AS3

PROJECT: 560 JUBILEE STREET
DATE: 08/14/13
SCALE: AS SHOWN
DRAWING NO: AS3

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	08/14/13
2	ISSUED FOR CONSTRUCTION	08/14/13
3	ISSUED FOR CONSTRUCTION	08/14/13
4	ISSUED FOR CONSTRUCTION	08/14/13
5	ISSUED FOR CONSTRUCTION	08/14/13
6	ISSUED FOR CONSTRUCTION	08/14/13
7	ISSUED FOR CONSTRUCTION	08/14/13
8	ISSUED FOR CONSTRUCTION	08/14/13
9	ISSUED FOR CONSTRUCTION	08/14/13
10	ISSUED FOR CONSTRUCTION	08/14/13