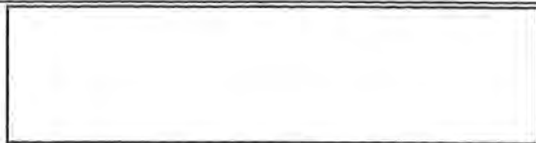


Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

KAHN ZACK EHRlich LITHWICK LLP
270 - 10711 Cambie Road
Richmond BC V6X 3G5

Telephone: (604) 270-9571
LTO Client No. 011757
File No. 46320

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-126-002 LOT A SECTION 1 NANAIMO DISTRICT AND OF THE BED OF THE PUBLIC HARBOUR OF NANAIMO PLAN EPP30518

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Option to Purchase

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SSS MANHAO INTERNATIONAL TOURISM GROUP (CANADA) CO. LTD. (INC. NO. BC0953560)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF NANAIMO
A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT
455 WALLACE STREET
NANAIMO BRITISH COLUMBIA
V9R 5J6 CANADA
Incorporation No N/A

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

MICHAEL L. LIPTON
Barrister & Solicitor
270-10711 CAMBIE ROAD
RICHMOND, BRITISH COLUMBIA
V6X 3G5 604-270-9571

Execution Date

Y	M	D
13	10	21

Transferor(s) Signature(s)

SSS MANHAO INTERNATIONAL
TOURISM GROUP (CANADA) CO.
LTD. by its authorized signatory
(ies):

Name:

Name:

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Officer Signature(s)



NANCY PETERSON
Commissioner for taking
Affidavits for British Columbia
455 Wallace Street
Nanaimo, B.C. V9N 5J0

(as to all signatures)


Execution Date


Y	M	D
13	10	30

Transferor / Borrower / Party Signature(s)

CITY OF NANAIMO by its authorized
signatory(ies):

Mayor:


John Kuttan, Mayor


Corporate Officer: Kristin King

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2

OPTION TO PURCHASE

THIS OPTION AGREEMENT dated for reference October 21, 2013 is

BETWEEN:

SSS MANHAO INTERNATIONAL TOURISM GROUP (CANADA) CO. LTD., a company duly incorporated under Incorporation Number BC0953560 pursuant to the provisions of the *Business Corporations Act*, SBC 2002, c 57, having its registered office at Suite 270, 10711 Cambie Road, Richmond, British Columbia V6X 3G5

(the "Owner")

AND:

CITY OF NANAIMO, a British Columbia local government, having its administrative offices at 455 Wallace Street, Nanaimo, British Columbia V9R 5J6

(the "City")

GIVEN THAT:

- A. Pursuant to an Offer to Purchase between Manhao and the City dated for reference June 19, 2013 (the "Offer to Purchase"), Manhao agreed to purchase from the City for the purpose of developing and operating a hotel (the "Hotel") certain land situated at 100 Gordon Street, Nanaimo, British Columbia, and legally described as:

Parcel Identifier: 029-126-002
Lot A Section 1 Nanaimo District and of the Bed of the Public Harbour of
Nanaimo Plan EPP30518

(the "Land");

- B. Pursuant to the terms of the Offer to Purchase, the City's sale of the Land and Manhao's purchase of the Land is subject to the parties agreeing to and entering into this Option to Purchase.

THIS OPTION AGREEMENT is evidence that in consideration of the transfer of the Land from the City to the Owner, payment of \$1.00 paid by the City to the Owner, and other good and valuable consideration (the receipt and sufficiency of which the Owner hereby expressly acknowledges), the Owner and the City covenant and agree as follows:

to be registered on title or to remain registered any lien, judgement, caveat, certificate of pending litigation, or similar charge whatsoever, without the prior written consent of the City, such consent not to be unreasonably refused or delayed. Notwithstanding the foregoing, the Owner may grant a mortgage without the prior written consent of the City provided that the mortgagee as the case may be executes a postponement agreement to this Option Agreement, with a legal commitment to the City that the mortgagee will not dispute the rights of the City to registration free of the mortgage pursuant to section 242 of the *Land Title Act*, to be registered concurrently with the said mortgage.

Non-Exercise of Option

7. If the Option is not exercised by the City within the time and in the manner set forth in section 2 or if the Owner complies with the matters set forth in sections 3(a), (b), and (c), the Option and this Option Agreement shall be null, void and of no further force or effect and the City will, on request by the Owner, execute a release of this Option Agreement so as to discharge this Option from title to the Land, which release shall be prepared by the City and registered by and at the expense of the Owner.

Binding Agreement

8. If the City exercises the Option within the time and in the manner provided, there will be created a binding and unconditional agreement for the purchase and sale of the Land (the "Agreement"), which shall be completed upon the following terms and conditions.

Purchase Price

9. The purchase price for the Land (the "Purchase Price") shall be \$565,000.00, plus Goods and Services Tax ("GST"), if applicable.

Completion Date

10. The purchase and sale of the Land shall complete on the date that is 30 days after the Option Exercise Date (the "Completion Date"), unless that day is not a Business Day, in which case the date for completion shall be the next following business day, or the Completion Date may be another date agreed to by the City and Owner. In this Option Agreement, "Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.

Permitted Encumbrances

11. In this Option Agreement, "Permitted Encumbrances" means, in respect of the Land:
 - (a) the exceptions and reservations contained in the original Crown grant;

Grant of Option

1. The Owner hereby grants to the City the sole and exclusive option (the "Option"), irrevocable within the time herein limited for exercise by the City, to purchase the Land free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances (as hereinafter defined).

Manner of Exercise of Option

2. The City may exercise the Option at any time until 12:00 midnight on November 30, 2015, by delivering notice of the exercise of the Option to the Owner. The date the City provides notice of its exercise of the Option to the Owner is referred to herein as the "Option Exercise Date".

Commencement of Hotel Construction

3. Notwithstanding sections 1 and 2, the City may exercise the Option only if the Owner has not, on or before May 30, 2015:
 - (a) obtained a foundation permit from the City for the Hotel;
 - (b) constructed the foundations for the Hotel; and
 - (c) obtained a final inspection of the foundations from the City.

Meaning of Force Majeure

4. For the purposes of this Option Agreement, the expression "force majeure" shall mean labour disruption, act of God, power failure, inability to obtain materials or services, riot, insurrection, war, acts of terrorism, or other similar casualty or contingency beyond the reasonable control and not the fault of the party delayed and not avoidable by the exercise of reasonable diligence or foresight, but excluding insolvency or other inability to pay.

Extension of Dates if Force Majeure

5. If, by reason of Force Majeure, the Owner is delayed in obtaining a foundation permit from the City for Hotel, constructing the foundations for the Hotel, or obtaining a final inspection of the foundation from the City, then the date of May 30, 2015 in section 3 is extended for the duration of the delay, and the date in section 2 for the City to exercise the Option, namely November 30, 2015, is also extended by the duration of the delay.

Limitation on Further Encumbrances

6. The Owner must not grant any easement, covenant, utility right of way to a utility company or other restrictive charge on or in the Land, and the Owner must not permit

(b) Legal Notations:

- (i) Subject to Exceptions and Reservations contained in Order-In-Council filed D.D. 357063I as to those parts shown outlined in red on Plan 610 B.L.;
- (ii) Hereto is Annexed Easement EL62151 over Lot 1, Plan VIP65156 Except Parts in Air Space Plans VIP65336 and VIP65337 – Easement EL62151 modified by EM44694 (as to part formerly Lot 1, Plan VIP79756);
- (iii) Hereto is Annexed Easement EL62152 over Lot 1, Plan VIP65156 Except Parts in Air Space Plans VIP65336 and VIP65337 – Easement EL62152 modified by EM44695 (as to part formerly Lot 1, Plan VIP79756);
- (iv) Hereto is Annexed Party Wall Agreement EL62160 Lot 1, Plan VIP65156 Except Parts in Air Space Plans VIP65336 and VIP65337 (as to part formerly Lot 1, Plan VIP79756);
- (v) Notice of Development Permit issued for the Hotel;

(c) Charges, Liens and Interests:

- (i) Exceptions and Reservations M76300 in favour of Esquimalt and Nanaimo Railway Company;
- (ii) Undersurface Rights M76301 in favour of the Province of B.C.;
- (iii) Undersurface and Other Exceptions & Reservations EJ85580 in favour of the Province of B.C.;
- (iv) Exceptions and Reservations EX134762 in favour of the Province of B.C.;
- (v) *Statutory Right of Way EX134776 in favour of BC Hydro;*
- (vi) Covenant FB155911 in favour of the City;
- (vii) Undersurface and Other Exceptions & Reservations FB470485 in favour of the Province of B.C.;
- (viii) *Statutory Right of Way CA3244234 in favour of BC Hydro;*
- (ix) *Statutory Right of Way CA3244235 in favour of Telus;*
- (x) *Statutory Right of Way CA3244237 in favour of Shaw Cable;*
- (xi) *Statutory Right of Way CA3244239 in favour of the City;*
- (xii) Development Covenant between the Owner and the City dated October 21,

2013;

- (xiii) Walkway Easement, as defined in the Offer to Purchase; and
- (xiv) Connection Easement, as defined in the Offer to Purchase; and
- (xv) Rights of way permitted under section 6.

City GST Certificate

12. The City will give the Purchaser a certificate, in the form attached as Schedule "A" (the "City's GST Certificate"), confirming that the City is registered for GST purposes under the *Excise Tax Act* (Canada) and confirming that the City will remit directly all GST payable in respect of the transfer and conveyance of the Land to the City.

Title and Possession

13. On the Completion Date, the Owner will:
- (a) convey the estate in fee simple of the Land to the City free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances; and
 - (b) give vacant possession of the Land to the City, subject only to the Permitted Encumbrances.

Adjustments

14. There will be no adjustments to the Purchase Price for items typically adjusted between vendors and purchasers such as property taxes.

Condition

15. Subject to section 20, on the Completion Date, the City will accept the Land on an "as is" condition, whether the Land has been completely or partially cleared, or graded, or excavated, or foundation forms constructed or fully or partially poured, but the Owner must leave the Land in a safe and clean condition, with hoarding constructed if necessary, and clear of any environmental contamination.

Site Profile

16. If required by the City and by the *Environmental Management Act*, the Owner must provide to the City prior to the Completion Date a completed site profile under the *Environmental Management Act* (the "Site Profile").

Environmental Terms – Delivery of Reports

17. The Owner shall promptly give the City, without charge, after the date of execution of

this Option Agreement, any survey or report or the results of any tests made to the Land, including without limitation, any environmental site assessments, made by or on behalf of the Owner, or other information in the possession or control of the Owner regarding the condition of the Land, whether or not the Option has been exercised and if it has, whether or not the sale of the Land is completed pursuant to the terms of this Option Agreement.

Reliance

18. It is understood and agreed by the Owner that any reports or information provided by the Owner to the City under section 17 shall form a basis for the City's decision whether or not to exercise the Option and purchase the Land in accordance with section 3 herein, and that the City will be relying on the reports and information provided by the Owner concerning the condition of the Land.

City Assumption of Liability

19. The City agrees that from and after the Completion Date, the City shall and hereby does assume all liabilities and obligations relating to the condition, environmental or otherwise, of the Land arising or caused before the Owner became the owner of the Land and arising or caused after the City becomes the owner of the Land. The liabilities of the City under this section include but are not limited to liability for remediation of the Land, for clean-up of any substance in, on or under the Land or in ground water or surface water in, on or under the Land, or for clean-up in, on or under any other lands of any substance migrating from or originating from the Land. The foregoing shall include, without limiting the generality of the foregoing, the assumption of all liabilities and obligations in relation to any and all of the following:
- (a) all liabilities and obligations imposed by statute, regulation, the exercise of discretion (as permitted by statute or regulation), lawful authority, regulatory order, common law or equity, in any manner whatsoever;
 - (b) all reclamation or remediation; and
 - (c) the taking of any action in any way related to the quality of soil vapour, surface water, groundwater, air or organisms.

Owner Assumption of Liability

20. The Owner agrees that from and after the Completion Date, the Owner shall and hereby does assume all liabilities and obligations relating to the condition, environmental or otherwise, of the Land caused during the time that the Owner was the owner of the Land. The liabilities of the Owner under this section include but are not limited to liability for remediation of the Land, for clean-up of any substance in, on or under the Land or in ground water or surface water in, on or under the Land, or for clean-up in, on

or under any other lands of any substance migrating from or originating from the Land. The foregoing shall include, without limiting the generality of the foregoing, the assumption of all liabilities and obligations in relation to any and all of the following:

- (a) all liabilities and obligations imposed by statute, regulation, the exercise of discretion (as permitted by statute or regulation), lawful authority, regulatory order, common law or equity, in any manner whatsoever;
- (b) all reclamation or remediation; and
- (c) the taking of any action in any way related to the quality of soil vapour, surface water, groundwater, air or organisms.

Remediation by Owner

21. In the event that the Option is exercised by the City, the Owner must before the Completion Date remove all contamination for which the Owner is responsible under section 20 and the Owner must remediate the Land to the satisfaction of the City, acting reasonably, and to standards established by law.

Releases of Liability

22. Each party agrees that from and after the Completion Date, each party hereby releases and discharges the other party and its past, present and future shareholders and affiliates, and each of their past, present and future respective directors, officers, employees, contractors and agents from and against any and all actions, claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect incurred or suffered by the other party, including but not limited to those made or imposed or arising at any time by or from any third party or any lawful authority, in relation to all liabilities and obligations assumed by the party pursuant to section 19 or 20, respectively.

Indemnity by Each Party

23. Each party agrees that from and after the Completion Date, the party shall indemnify and save harmless the other party and its past, present and future shareholders and affiliates, and each of their past, present and future respective directors, officers, employees, contractors and agents from and against any and all actions, claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the other party in relation to all liabilities and obligations assumed by the party pursuant to section 19 or 20, respectively and any default by the party in the performance or observance of any of the liabilities or obligations assumed by the party pursuant to section 19 or 20, respectively.

Survival

24. All of sections 17 to 23 inclusive shall survive the exercise of the Option and the transfer of the Lands from the Owner to the City.

Access

25. The City, by its contractors, agents and employees, has the licence, exercisable on 24 hours prior written notice to the Owner, to enter upon the Land from time to time until expiry of this Option or the Completion Date, whichever is later, at the City's sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Land, provided that there shall be no disruption to the Owner's use of or construction on the Land.

Owner Representations, Warranties and Covenants

26. The Owner hereby represents and warrants to the City that the following are true, and covenants with the City that the following will be true on the Completion Date:
- (a) if the Owner is a corporation, it is validly formed and existing under the laws of Canada or a Province of Canada and duly qualified to own and sell the Land;
 - (b) the Owner has full power, authority and capacity to enter into this Option Agreement and carry out the transactions contemplated herein;
 - (c) the Owner has taken all necessary or desirable actions, steps and other proceedings to approve and authorize, validly and effectively, the entering into, execution, delivery and performance of this Option Agreement;
 - (d) there is no action or proceeding pending, or to the Owner's knowledge threatened, against the Owner before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Owner, might materially affect the Owner's ability to perform its obligations hereunder;
 - (e) neither the Owner entering into this Option Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Owner is bound or subject; and
 - (f) the Owner is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) and the Owner will give the City a statutory declaration in the form attached as Schedule "B" (the "Owner's Statutory Declaration") at least five (5) days prior to the Completion Date.

City Delivery of Closing Documents

27. No later than 5 days before the Completion Date, the City will deliver to the Owner the City's GST Certificate, in a form executed by the City, as well as:
- (a) a freehold transfer in registrable form transferring the estate in fee simple of the Land to the City (the "Transfer"), to be executed by the Owner;
 - (b) the Owner's Statutory Declaration, the form of which is attached hereto as Schedule "B", to be executed by the Owners; and
 - (c) such further deeds, acts, things, certificates and assurances as may be required in the reasonable opinion of the City's solicitors, for more perfectly and absolutely assigning, transferring, conveying and assuring to the City fee simple title to the Land free and clear of all liens, charges, and encumbrances, other than the Permitted Encumbrances.

Owner Return of Documents

28. Before the Completion Date, the Owner will deliver to the City or, if directed by the City, to the City's solicitors, the documents listed in section 27(a), (b) and (c) and the Site Profile, all duly executed by the Owner, on appropriate undertakings.

Completion

29. On the Completion Date, the City will apply or cause its solicitors to apply to the Land Title Office to register the Transfer and upon the City's solicitors being satisfied after such application that in the normal course of Land Title Office routine, the City will be registered owner of the Land, subject only to the Permitted Encumbrances and any other charge accepted by the City or to be discharged by solicitors' undertakings, the City will deliver a cheque, or cause its solicitors to deliver a solicitor's trust cheque, to the Owner or the Owner's solicitors, in either case in the amount of the Purchase Price, payable to the Owner or to the Owner's solicitors, in trust.

Risk

30. The Land is at the Owner's risk until application is made to register the Transfer in the Land Title Office, and is thereafter at the City's risk.

Fees and Taxes

31. The City must pay, as and when due and payable:
- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in respect of the transfer of the Land to the City under this Option Agreement;
 - (b) Land Title Office registration fees in connection with the registration of the Transfer;

and

- (c) its own legal fees and disbursements;

and the Owner must pay its own legal fees and disbursements.

Currency and Payment Obligations

32. All dollar amounts referred to in this Agreement are Canadian dollars.

Preparation of Documents and Clearing Title

33. The City, at its sole expense, must prepare all necessary conveyancing documentation. The Owner, at its sole expense, must clear title to the Land, subject only to the Permitted Encumbrances.

Further Assurances

34. Each of the parties must at all times execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such other acts as may be reasonably necessary to give full effect to the intent and meaning of this Option Agreement.

Notice

35. Any notice which may be given pursuant to this Option Agreement must be in writing and delivered by hand and addressed to the applicable party at its address set out above, or to such other address as the party may specify by notice in writing to the other in accordance with this section, or, if the Land is subdivided by the registration of a subdivision plan at the Land Title Office to create strata lots and such strata lots are subsequently conveyed to purchasers, the addresses for such purchasers from time to time shown on title to the Land or strata lots created by subdivision thereof in the Land Title Office.

A notice will be deemed to be given on the day of delivery.

All notices to the City must be addressed to the attention of the City's Corporate Officer.

Time of Essence

36. Time is of essence of this Option Agreement and the conveyance and transfer for which it provides.

Tender

37. Any tender of documents or money may be made upon the parties at their respective addresses set out in this Option Agreement or upon their respective solicitors.

No Other Agreements

38. This Option Agreement is the entire agreement between the parties regarding its particular subject matter.

No Representations

39. The City has made no representations, warranties, guarantees, promises, covenants or agreements to or with Manhao in respect of the particular subject-matter of this Agreement other than those expressed in writing in this Agreement, in the Offer to Purchase and in the Development Covenant.

Benefit

40. This Option Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Modification

41. This Option Agreement may not be modified except by an instrument in writing signed by the parties or by their successors or assigns.

Joint and Several

42. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Option Agreement.

Interpretation

43. Wherever the singular is used or neuter is used in this Agreement, it includes the plural, the feminine, the masculine or body corporate where the context or the parties so required.

Governing Law

44. This Option Agreement will be governed by and construed in accordance with the laws of British Columbia.

Waiver

45. Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default. All waivers must be in writing.

As evidence of their agreement to be bound by the terms of this Option Agreement, the parties have executed the *Land Title Act* Form C attached to and forming part of this Option Agreement.

Schedules

Schedule "A" – City's GST Certificate

Schedule "B" – Owner's Statutory Declaration

Schedule "A"

CITY'S GST CERTIFICATE

To: **SSS MANHAO INTERNATIONAL TOURISM GROUP (CANADA) CO. LTD** ("Vendor")

Re: An agreement between the Vendor and **CITY OF NANAIMO** ("Purchaser") being an Option to Purchase (Hotel Site) dated for reference October 21, 2013 ("Agreement") in respect of the sale and purchase of the parcel in the City of Nanaimo legally described as Parcel Identifier: 029-126-002, Lot A Section 1 Nanaimo District and of the Bed of the Public Harbour of Nanaimo Plan EPP30518 ("Property")

The Purchaser hereby agrees with the Vendor that:

1. The Purchaser must indemnify and save harmless the Vendor from any GST, penalty, interest or other amounts which may be payable by or assessed against the Vendor under the *Excise Tax Act* ("ETA") as a result of, or in connection with, the Vendor's failure to collect and remit any GST applicable on the sale, and conveyance of the Property to the Purchaser.
2. The Purchaser is registered under Subdivision d of Division V of Part IX of the ETA for the collection and remittance of goods and services tax ("GST") and its registration number is 106930332 RT001.
3. The Purchaser will remit directly to the Receiver General of Canada the GST payable, and file the prescribed Form GST 60 pursuant to subsection 228(4) of the ETA in connection with the sale and conveyance of the Property.
4. The Property transferred pursuant to the Agreement:
 - (a) is being purchased by the Purchaser as principal for its own account and is not being purchased by the Purchaser as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of paragraph 221(2) of the ETA.

Dated this _____ day of _____, 20_____.

CITY OF NANAIMO by its authorized signatory:

Authorized Signatory

Schedule "B"

OWNER'S STATUTORY DECLARATION AS TO RESIDENCY

CANADA)	IN THE MATTER OF THE <i>INCOME TAX ACT</i> , S.C. 1970-71-72, AS AMENDED AND IN THE MATTER OF SECTION 116 OF INCOME TAX ACT, AND IN THE MATTER OF THE SALE OF PROPERTY LOCATED AT AND LEGALLY DESCRIBED AS: PARCEL IDENTIFIER: 029-126-002, LOT A SECTION 1 NANAIMO DISTRICT AND OF THE BED OF THE PUBLIC HARBOUR OF NANAIMO PLAN EPP30518 (THE "PROPERTY")
)	
PROVINCE OF)	
BRITISH COLUMBIA)	

I, _____, of _____
in the Province of British Columbia, SOLEMNLY DECLARE THAT:

1. I am a _____ of SSS MANHAO INTERNATIONAL TOURISM GROUP (CANADA) CO. LTD. (the "Company") and as such have personal knowledge of the matters declared to below.
2. The Company is the vendor with respect to the sale of the Property to CITY OF NANAIMO (the "Purchaser") for a gross selling price of \$565,000.00.
3. The Company was incorporated in Canada and has, continuously since its incorporation, had and now has its head office and chief place of business in Canada. The Company has, since its incorporation, continuously carried on and is now carrying on business in Canada. The ownership and control of the Company has, continuously since incorporation, remained and still remains in Canada.
4. The Company has no present intention of removing its head office or chief place of business from Canada, or of ceasing to continue to carry on business in Canada.
5. I verily believe that the Company is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.
6. I make this statutory declaration for the express purpose of informing the Purchaser, pursuant to section 116 of the *Income Tax Act* of Canada, as to whether the Company is a resident or non-resident of Canada.

AND I MAKE this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

SWORN BEFORE ME at the City of)
_____, in the Province of)
British Columbia, this ____ day of)
_____, 2013.)
)
_____)
A Commissioner for Taking Affidavits)
in the Province of British Columbia)
)

Print Name:

END OF DOCUMENT