

VALLEY'S EDGE PARK LTD.	Valley's Edge Park: Phase 1 Strata Lot # _____
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EXHIBIT "H"

**AGREEMENT OF PURCHASE AND SALE
(BARE LAND STRATA LOT)**

DATE OF OFFER: _____

The Vendor: **VALLEY'S EDGE PARK LTD.** (the "Vendor")

1.1 The Purchaser(s):

Full Name: _____	Full Name: _____
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Telephone: Home: _____ Work: _____	Telephone: Home: _____ Work: _____
Fax: Home: _____ Work: _____	Fax: Home: _____ Work: _____
Occupation: _____	Occupation: _____

(collectively the "Purchaser")

1.2 *[Please circle one]*

The Purchaser is [or] is not a resident of Canada for the purposes of the *Income Tax Act*.

[Please circle one]

The Purchaser is registered for purposes of the *Goods and Services Tax Act* under registration number _____.

1.3 Purchaser's Solicitor: (if known) _____

1.4 Legal Description:

a) Strata Lot _____, to be created from the registration of the strata plan in respect of land legally described as PID: 024 783 153; Lot 1, District Lots 348, 353 and 7569, Plan NEP 66755 shown on the proposed strata plan attached to the Disclosure Statement as Exhibit "A" (the "Strata Lot").

the "Strata Lot".

1.5 The **PURCHASE PRICE** for the Strata Lot is \$ _____ (the "Purchase Price") payable in lawful money of Canada. The Purchase Price does not include goods and services tax or social services tax payable.

Subject to sections 1 and 2 of Schedule "A" hereto, the deposits (collectively the "Deposits") shall be paid as follows:

a. "Initial Deposit" \$ _____ (to be paid on execution of this Agreement by the Purchaser)

b. "Deposit Balance" \$ _____ (this amount and the Initial Deposit to equal 10% of Purchase Price), to be paid within four (4) days of acceptance by the Vendor.

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1.6 The Strata Lot is designated a "Cottage Lot" or a "Recreational Vehicle Lot" [circle one] (see Schedule "A" paragraph 4).

1.7 Completion Date: See section 9 of Schedule "A".

1.8 Possession Date: (not to be on or before the Completion Date) See section 10 of Schedule "A".

1.9 **Offer:** The Purchaser hereby offers to purchase the Strata Lot on the above conditions and upon the further conditions set out herein, including those additional terms and conditions set out in Schedule "A" hereto.

1.10 This offer is open for acceptance until the _____ day of _____, 200__, and upon acceptance by the Vendor by signing a copy of this Offer there shall be a binding agreement of purchase and sale of the Strata Lot for the Purchase Price, on the terms and conditions herein contained and attached hereto.

WITNESS:

Signature

Purchaser

Name of Witness

Purchaser

(AS TO ALL SIGNATURES)

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 200__ (the "Acceptance Date") and upon acceptance by the Vendor by signing a copy of this offer there shall be a binding Agreement of Purchase and Sale of the Strata Lot for the Purchase Price, on the terms and conditions herein contained and attached hereto.

Valley's Edge Park Ltd.

Per: _____

Disclosure Statement Receipt	
The Purchaser hereby acknowledges receipt of a copy of and a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated _____, 2006, together with any amendments thereto (collectively, the "Disclosure Statement").	
_____ Purchaser's Signature	_____ Purchaser's Signature

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SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS

(BARE LAND STRATA LOT)

1. If this offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the price and upon the terms set out herein, subject to the exceptions listed in section 23(1) of the *Land Title Act* of British Columbia and the legal notations, encumbrances and proposed encumbrances described in the Disclosure Statement (collectively the "Permitted Encumbrances").
2. The Purchaser will pay the Deposit balance to the Vendor's solicitor, _____ ("Vendor's Solicitor"), in trust within four (4) days of the Acceptance Date.
3. **Deposit:** If estimated interest to be earned will exceed the Vendor's Solicitor's administrative costs, the Vendor's Solicitor will invest the Deposit in an interest bearing trust account with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein. In the event that the Vendor fails to complete this transaction on the Completion Date then the Deposit and any interest earned thereon (less the Vendor's Solicitor's reasonable administrative fee) shall be refunded forthwith to the Purchaser. All Deposits should be made by way of certified cheque or bank draft payable to the Vendor's Solicitor "In Trust".
4. The Purchaser acknowledges that the Purchaser is purchasing a Strata Lot in a bare land recreational strata development. The Purchaser acknowledges that the construction of improvements or placement of recreational vehicles on the strata lot may be restricted and governed by the Bylaws of the Regional District of East Kootenay, Bylaws of the strata corporation, and Statutory Building Scheme referred to in the Disclosure Statement. In addition the Purchaser agrees the Developer makes no representations regarding the compaction levels of the soil on the Strata Lot and the suitability of the soil for construction or the installation of services. The Purchaser agrees to conduct its' own due diligence in respect of any soil issues.
5. In the event the Statutory Building Scheme for the development designates the Strata Lot as a "Recreational Vehicle Lot", no cottage or permanent structure used for habitation may be constructed on the Strata Lot.
6. The Strata Lot is part of a phased bare land strata subdivision as shown in the Strata Plan attached to the Disclosure Statement.
7. The square footage area of the Strata Lot may vary from that set out in Exhibit "A" to the Disclosure Statement by 10% without compensation to the Purchaser.
8. **Purchase Price:** The balance of the Purchase Price for the Strata Lot is as set out in section 1.5 hereof. The Purchase Price will be paid as follows:
 - a) The Deposit monies shall be paid by the Purchaser by **certified cheque** to the Vendor's Solicitor "in trust"
 - b) The balance of the Purchase Price as adjusted in accordance with section 13, shall be paid by certified cheque or bank draft on the Completion Date (as hereinafter defined).

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9. **Completion Date:** The Vendor will give the Purchaser a written notice (the "Closing Notice") of the date the Vendor reasonably expects the purchase and sale of the Strata Lot to complete (the "Completion Date"). The Completion Date shall be no earlier than the date that title to the Strata Lot is registered in the applicable Land Title Office and no later than December 31, 2006, or such date as results from the operation of section 11 herein. The Vendor may at any time extend the Completion Date by providing the Purchaser with written notice provided the Completion Date is no later than December 31, 2006 or such later date as results from the operation of section 11 herein.

The Closing Notice shall be delivered to the Purchaser pursuant to section 25 herein no less than 14 days prior to the stipulated Completion Date. The completion of the purchase and sale of the Strata Lot shall take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date shall be extended to the next day a transfer of the Strata Lot to the Purchaser can be registered in the applicable Land Title Office.

10. **Possession Date:** The Purchaser shall have vacant possession of the Strata Lot at 12:01 am on the day following the Completion Date.

11. **Non-Completion:** If by December 31, 2006, or such later date as results from the application of section 11, the Completion Date has not occurred, this Agreement shall be null and void, whereupon the Purchaser will be entitled to repayment of the Deposit and accrued interest and neither party shall have any claim against the other party under or in respect of this Agreement.

12. **Delay:** If the Vendor is delayed in completing the sale of the Strata Lot or of performing any other obligation under this Agreement as a result of earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labor, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions or any other event beyond the control of the Vendor, then the time within which the Vendor must do anything hereunder, and the Completion Date, will be extended by the period equivalent to the period of such delay.

13. **Lien Holdback:** That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of potential builders lien claimants (the "Lien Holdback") will be paid to the Vendor's Solicitor on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitor in trust pursuant to the *Strata Property Act* and the *Builders Lien Act*, with interest to the benefit of the Vendor, solely in respect of builders lien claims registered in the applicable Land Title Office in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor the Lien Holdback plus interest earned less the amount representing builders lien claims filed against the Strata Lot on the 56th day after the earlier of the date construction of the services in the strata plan is completed or the Completion Date (the earlier of which is referred to as the "Substantial Completion Date"). The Purchaser or Purchaser's Solicitor or notary public is solely responsible to notify the Vendor's Solicitor of any builders' lien claims filed against the Strata Lot by 1:00 p.m. the Substantial Completion Date. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.

14. **Completion:** On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except the Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered financial liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances.

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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 Charges from the Strata Lot. The Purchaser's solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitors in trust on their undertaking to pay to the Charge holders such portion of the Purchase Price as is necessary to comply with the Charge holders' written statements of the terms on which the Charge holders will give a registrable discharge of their Charges from the Strata Lot and upon receipt to apply to register such discharges and to provide registration particulars to the Purchaser's solicitor or notary. 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 adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata 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 the Purchaser's solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

15. **Costs/GST:** The Purchaser shall assume and pay where applicable all real property taxes, Social Services Tax, Federal Goods and Services Tax ("GST") on the value of the Strata Lot, Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot. All adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date.

16. The Purchaser agrees that it shall prepare and deliver executed and in registrable form to the Vendor for registration concurrently with the completion of this Agreement the Option to Purchase (if the Strata Lot is designated a Cottage Strata Lot at section 1.6 on page 2 of this Agreement) and the Right of First Refusal in the form attached to the Disclosure Statement as Exhibits "I" and "J". The Purchaser agrees that if the Purchaser is granting a mortgage in order to finance the purchase of the Strata Lot that the Option to Purchase and Right of First Refusal shall be registered prior to such mortgage, such that the Option to Purchase and Right of First Refusal shall have priority over the Purchaser's mortgage.

17. **Completion of Improvements:** Provided this Agreement designates the Strata Lot as a Cottage Lot, the Purchaser agrees to complete construction of the Cottage on the Strata Lot in accordance with the bylaws of the Regional District of East Kootenay and the Statutory Building Scheme registered against title to the Strata Lot, including finishing the exterior and removing all debris from the Strata Lot by the second anniversary of the Completion Date (the "Building Completion Date"), unless prevented by causes beyond the control of the Purchaser. The determination of whether or not the Cottage Lot is completed shall be determined in accordance with the Option to Purchase registered against title to the Strata Lot. The Purchaser acknowledges and agrees that if completion has not occurred prior to the Building Completion Date that the Vendor may exercise its rights under the Option to Purchase Agreement.

18. **Preparation of Transfer:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction, including the above-described Option to Purchase and Right of First Refusal, and the Purchaser shall deliver to 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 providing clear title to the Strata Lot pursuant to section 13 hereof. The Vendor will not be required to execute or deliver any other agreements, transfer documents, certificates, statutory declarations or assurances whatsoever.

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19. **Time of the Essence:** Time shall be of the essence and unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due then the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor on account of damages. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor.
20. **Risk:** The Strata Lot shall be at the risk of the Vendor until the Transfer of the Strata Lot has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Purchaser.
21. **Registration:** Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and Purchaser and does not create an interest in Land.
22. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
23. **Sale:** The Purchaser shall not advertise or offer the Strata Lot for sale prior to the Completion Date.
24. **Miscellaneous Provisions:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.
25. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties, conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this agreement or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Strata Lot to the Purchaser.
26. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
27. **Notices:** 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 facsimile, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address of the Purchaser or the Vendor as the case may be. The time of giving such notice, document, or communication shall be, if delivered, when delivered and, if sent by facsimile then on the day of transmission, and if mailed, then on the fifth business day after the day of mailing.
28. **Purchasers Acknowledgments:** The strata lot numbers relating to the Strata Lot as the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

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29. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

- a) to complete the transaction contemplated by this agreement;
- b) to engage in business transactions including securing financing for the construction of the Development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects;
- e) additional purposes identified when or before the information is collected.

The Purchaser consents to the collection, use and disclosure of the information to agents, contractors and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to serve these purposes at any time by contacting the Vendor at the address set out above.

30. **If the Purchaser has received a Disclosure Statement or an Amended Disclosure Statement for a strata lot stating that the Developer has not yet obtained a satisfactory financing commitment in respect of the strata lot, then the Purchaser and the Vendor agree that:**

- (a) **If an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment 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 this Agreement at any time after the end of that 12 month period until the required amendment is received by the Purchaser;**
- (b) **The amount of the deposit to be paid by the Purchaser who has not yet received an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the Purchase Price; and**
- (c) **All deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser**