

EXHIBIT "H"  
FAIRMONT RIVERSIDE GOLF ESTATES LTD.

OFFER AND AGREEMENT OF PURCHASE AND SALE

The Vendor: FAIRMONT RIVERSIDE GOLF ESTATES LTD. (Inc. No. 327742)  
(the "Vendor")

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")

2. [Please circle one on each of the next two lines

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

The Purchaser is [or] is not registered for purposes of the *Goods and Services Tax Act*.

3. Purchaser's Solicitor: \_\_\_\_\_

4. Offer: The Purchaser hereby offers to purchase from the Vendor Strata Lot \_\_\_\_\_, District Lot 52 and 5352, Kootenay District Strata Plan NES115, in Fairmont Hot Springs, British Columbia, as shown on the proposed strata plan attached to the Disclosure Statement as Exhibit "E".(the "Strata Lot").

5. Purchase Price The Purchase Price for the Strata Lot is \$ \_\_\_\_\_  
The Purchase Price does not include goods and services tax or social services tax payable.

6. Deposit \$ \_\_\_\_\_ (to be paid on execution of this Agreement by the Purchaser) All Deposit cheques will be made payable "in trust" to the law firm of McDonald Thomas (the "Vendor's Solicitor").

7. Completion Date: The completion date will be \_\_\_\_\_ (the "Completion Date").

8. Possession Date: The Purchaser will be entitled to take possession of the Strata Lot at 12:01 a.m. on that date following the Completion Date.

9. The Purchaser will pay the balance of the Purchase Price on the Completion Date "in trust" to the Vendor's Solicitor in accordance with the Statement of Adjustments. The Purchaser's lawyer will provide the Statement of Adjustments three days prior to the Completion Date.

10. Costs/GST/SST: The Purchaser shall assume and pay where applicable all real property taxes, Social Services Tax ("SST"), 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 included in the Statement of Adjustments and made as of the Completion Date.

11. This Offer is subject to the following conditions or considerations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Date of removal of subject conditions: \_\_\_\_\_

13. **Time is of the Essence:** Time shall be of the essence of this Agreement. 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 and not as a penalty.

14. **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 Land Title Office and thereafter at the risk of the Purchaser.

15. **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 discretion of the Vendor.

16. **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 provide ongoing products and services to the purchasers;
- c) additional purposes identified when or before the information is collected.

17. **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. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreements herein shall survive the Completion Date and not merge.

19. **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 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. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

20. **Governing Law:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia.

Disclosure Statement Receipt

By signing below 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 AUG 23, 2007 together with any amendments thereto (collectively, the "Disclosure Statement").

Signed this \_\_\_\_ day of \_\_\_\_\_ 2007

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Purchaser

(AS TO ALL SIGNATURES)

This Offer to Purchase is accepted by the Vendor this \_\_\_\_ day of \_\_\_\_\_, 2007

Fairmont Riverside Golf Estates Ltd.

Per: \_\_\_\_\_