

SCHEDULE 6

OFFER TO PURCHASE

CONTRACT OF PURCHASE AND SALE

DATED the _____ day of _____, _____.

BETWEEN:

Nicola Lakeshore Estates Inc.
106 – 1121 McFarlane Way
Merritt, BC V1K 1B9

(the “Vendor”)

AND:

Home Phone: _____ Business Phone: _____

(the “Purchaser”)

WHEREAS the Vendor is developing a development known as “Nicola Lakeshore Estates” on Nicola Lake, British Columbia, on that property described as part of Lot 1, Plan 17131, District Lot 530, Kamloops Division Yale District, except Plan KAP73063 and District Lot 530, Kamloops Division Yale District, except Plans 17131, KAP73062 and KAP73063 (the “Lands”).

AND WHEREAS the Purchaser is desirous of purchasing the proposed Lot _____ of the plan to be registered upon completion of servicing to be supplied on the Lands hereinafter referred to as “Lot _____” or the “Lot.”

IN CONSIDERATION of payment of the Purchase Price of \$ _____ by the Purchaser to the Vendor in the same manner hereinafter received and the terms and conditions of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the Lot on the following terms and conditions:

TERMS AND CONDITIONS

1. Purchase Price: \$ _____
- (a) By initial deposit to the Vendor's solicitors, Morelli Chertkow (the receipt of which is hereby acknowledged by the Vendor) \$ _____
- (b) By further deposit upon removal of purchaser's conditions this amount and the initial deposit equal 10% of Purchase Price \$ _____
- (c) Second Deposit to be equal to an additional 5% of Purchase Price upon delivery to the Purchaser of the Amended Disclosure Statement filed upon the deposit of the Plan \$ _____
- (d) Balance upon completion \$ _____
- TOTAL: \$ _____

All deposits shall be held in trust by Nicola Lakeshore Estates Inc. in a CWB Trust Account as a stakeholder pursuant to the Real Estate Act. In the event that the vendor fails to complete this transaction on the Completion Date then the deposit shall be refunded forthwith to the Purchaser. All deposit cheques should be made payable to Nicola Lakeshore Estates "In Trust." All deposits to be credited to the purchase price at completion. Interest, if any, shall accrue to the benefit of the Purchaser.

The Purchase price does not include applicable Federal Goods and Services Tax ("GST"). The Purchaser shall be responsible for payment of GST and the Purchaser hereby indemnifies the Vendor from any and all liability for such payment. The Vendor will not provide a credit to the Purchaser for any GST rebate or portion thereof, should the Purchaser be entitled to any such rebate.

2. Legal Fees:

It shall be the Purchaser's responsibility to prepare documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor for execution by 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 clearing the title.

3. Completion Date:

The sale shall be completed on the _____ day of _____, _____ (the "Completion Date"). The Purchaser agrees that the Completion Date may be extended by the Vendor without penalty and without entitling the Purchaser to withdraw from the transaction, provided that the Vendor exercises all reasonable diligence in completing servicing of the Lands, provided that the Completion Date shall not be later than the _____ day of _____, _____, and provided always that the Completion Date shall not extend for a period equivalent to the amount of time lost in construction of services on the Lot by reason of unforeseen circumstances, including, without limitation, time lost from strikes, lockouts, climatic conditions, soil conditions, acts of governmental authorities, fire, explosion, acts of God, Enemies of the Queen or other circumstances beyond the exclusive control of the Vendor.

4. Adjustment and Possession Date:

All adjustments, both ingoing and outgoing, of whatsoever nature will be made as of the Completion Date. The Purchaser shall obtain possession of the Lot, free of all tenancies on the Completion Date, and after the balance of the purchase price has been paid.

5. Included Equipment:

The Purchase Price shall include the following equipment:

Nil

6. Title:

On the Completion Date, the Vendor will transfer title to the Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:

- (a) those encumbrances set out in Paragraph 3.2 (c) (II) through (III) of the Disclosure Statement and as amended in any Amendments to the Disclosure Statement, and described therein as Permitted Encumbrances: and
- (b) any other easements, rights of way, or covenants in favour of utilities, public authority and other parties as required by them (the “Permitted Encumbrances”).

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 Vendor’s financing. The Purchaser’s solicitor or notary public will pay the balance of the purchase price on the Completion Date to Morelli Chertkow in Trust on their undertaking to pay and discharge the Vendor’s financing from the title to the Lot. 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 purchase price on the Completion Date, may wait and pay the same until after the transfer and new mortgage have been lodged for registration at the Kamloops Land Title Office, but only if before such lodging against title to the 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 Morelli Chertkow a lawyer’s or notary public’s undertaking to pay on the Completion Date the balance of the purchase price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

7. Risk:

The Lot shall be at the risk of the Vendor until the Adjustment Date or actual possession by the Purchaser, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion or civil commotion, the Purchaser may at his option, cancel this Contract and shall thereupon be entitled to the return of any deposit monies paid hereunder. The Lot shall be at risk of the Purchaser from the Adjustment Date or actual possession by the purchaser, whichever occurs first.

8. Time:

Time shall be of the essence hereof. In the event that the purchase and sale contemplated by this agreement is not completed on the Completion Date or the Completion Date as extended pursuant to Paragraph 3 hereof, as a result of the Purchaser’s default, the Vendor may, at its election, cancel this agreement and the amount paid by the purchaser as a deposit shall be absolutely forfeited to the Vendor as liquidated damages or the

Vendor may, at its option, elect not to cancel this Agreement, but retain the deposit without prejudice to the rights of the Vendor to obtain from the Purchaser by an action for specific performance or otherwise, payment in full of the purchase price or pursue the Purchaser for damages arising out of the Purchaser's failing to complete this Contract of Purchase and Sale or pursue any other remedy available to the Vendor.

9. Agency Relationship:

The Purchaser acknowledges that _____ acts as a realtor for the Vendor only and has no agency relationship with the Purchaser.

10. Right of Rescission

The Developer will, prior to November 1, 2005, file an amendment to this Disclosure Statement confirming whether the subdivision plan has been deposited for registration at the appropriate Land Title Office or whether the subdivision has been approved by an Approving Officer. In the event the amendment to the Disclosure Statement filed by the Developer contains amendments which materially affect the offering, the Purchaser will have a period of seven (7) days from receipt of the Amended Disclosure Statement to rescind their Purchase Contract and have their deposit monies, if any, returned to them without deduction. In the event the Developer fails to file an Amended Disclosure Statement and provide a copy of that Amended Disclosure Statement to a Purchaser by November 1, 2005, such Purchaser shall have an immediate right to rescind their Purchase Contract and have their deposit monies, if any, returned to them without deduction.

11. Special Conditions

The Purchaser acknowledges that the Vendor will be developing other lands adjoining the subdivision of which the Lot is a part. The Purchaser acknowledges that it is a condition of the Vendor's agreement to sell the Lot to the Purchaser that the Purchaser agrees to support and not to oppose the future development of those other lands owned by the Vendor. The Purchaser acknowledges that in the event the Purchaser opposes such Development, damages may not be an adequate remedy for the Vendor and that the Vendor shall be entitled to an injunction prohibiting the Purchaser from opposing such development and all costs on a solicitor-own client basis incurred in obtaining such remedies as may be available to the Vendor.

12. General

A. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within the Agreement. The representations and warranties contained herein will survive completion and the conveyance of the Lot to the Purchaser.

B. 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 fax, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document or communication shall be, if delivered, when delivered, if sent by fax, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.

IN THIS AGREEMENT:

- a. The singular include the plural and vice versa;
- b. The masculine includes the feminine and vice versa;
- c. Any reference to a party includes the party's heirs, executors, administrators and assigns, and in the case of a corporation, its successors and assigns;
- d. Any covenant, proviso, condition or agreement made by two or more persons shall be construed as several, as well as joint.

This offer is open for acceptance on or before _____ o'clock _____. m. on _____, _____, 200__.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Nicola Lakeshore Estates Inc.,
by its authorized signatory:

Name:

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

_____))

Signature)

)

_____))

Name)

)

_____))

Address)

)

_____))

Occupation)

ADDENDUM

FURTHER TO the Contract of Purchase and Sale signed by the Purchaser(s) on _____, 200__.

BETWEEN:

AND:

Purchaser(s)

For Lot _____, Nicola Lakeshore Estates

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This agreement is subject to the Purchaser being made available satisfactory financing in the amount of \$ _____ by on or before _____. If the Purchaser fails to notify the Vendor in writing on or before the said date that financing is or is not available, then the Purchaser will be deemed to have waived this condition, and the obligation of the Purchaser to complete the purchase will be unconditional. The Purchaser will make all possible best efforts to fulfill this condition including the pledging of additional security as may be necessary to obtain the financing sought. The condition is for the sole benefit of the Purchaser.

2. _____

See Page 2 for any additional conditions, if any.

AGENCY DISCLOSURE (if applicable):

The Purchaser and Vender acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled "Working With a Real Estate Agent" and acknowledge and confirm as follows:

1. The Vendor has an agency relationship with _____ (Agent) and _____ (Salesperson).
2. The Purchaser has an agency relationship with _____ (Agent) and _____ (Salesperson).

DATED THIS _____ DAY OF _____, 200____.

Nicola Lakeshore Estates Inc.
by its authorized Signatory:

Name:

Witness

Purchaser

Purchaser

