

**EXHIBIT "I"**

**EXPRESS CHARGE TERMS - PART 2**

**OPTION TO PURCHASE**

**BETWEEN:**

**(PURCHASER'S NAME)**  
(the "Grantor")

OF THE FIRST PART

**AND:**

**VALLEY'S EDGE PARK LTD.**  
(“Valley’s Edge”)

OF THE SECOND PART

**WHEREAS:**

A. The Purchaser is the registered owner of lands in the East Kootenay Assessment Area, in the Province of British Columbia, described as:

PID: \_\_\_\_\_  
Strata Lot \_\_\_\_\_  
District Lots 348, 353 & 7569  
Kootenay District  
Plan NES \_\_\_\_\_

(herein called the "Strata Lot").

B. The Grantor purchased the Strata Lot from Valley’s Edge on the condition that the construction of a Cottage on the Strata Lot shall be completed in accordance with the bylaws of the Regional District of East Kootenay and the Declaration of 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 closing date of the purchase of the Strata Lot from Valley’s Edge (the "Building Completion Date"), unless prevented by causes beyond the control of the Grantor.

IN CONSIDERATION of the sum of One (\$1.00) Dollar, now paid by Valley’s Edge to the Grantor (the receipt of which is hereby acknowledged), the Grantor grants to Valley’s Edge, an Option to Purchase the Strata Lot as follows:

1. The parties agree that the following definitions will apply to this Option to Purchase:
  - a) "Completion" means issuance of an Occupancy Permit by the Regional District of East Kootenay for the Cottage and includes finishing the exterior of the Cottage and removing all construction debris from the Strata Lot;

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- b) "Cottage" means a cottage as defined by the zoning bylaw of the Regional District of East Kootenay, or its successor, currently in force with respect to the Strata Lot;
2. If Completion of the Cottage on the Strata Lot has not occurred by the Building Completion Date, Valley's Edge will have the option exercisable only within 60 days of the Building Completion Date, to purchase the Strata Lot (including the improvements thereon) for the original purchase price of the Strata Lot, as that term is defined in the original purchase agreement between Valley's Edge and the Grantor, or the Grantor's predecessors in title, if any.
3. Valley's Edge may exercise its option in paragraph 2 above by delivering written notice (the "Exercise Notice") of its intention to do so to the Grantor at its address as noted above, and the Grantor will, within 30 days of delivery of the Exercise Notice (the "Closing Date"), transfer the Strata Lot to Valley's Edge at the price specified in paragraph 2 above.
4. The parties agree that if the Completion of the Cottage is delayed due to causes beyond the control of the Grantor as set out in paragraph 12, the Building Date Completion shall be extended by the number of days of such delay. If the Grantor disagrees with Valley's Edge's determination as to whether Completion of the Cottage has been prevented by causes beyond the control of the Grantor or disagrees respecting the calculation of the extension of the Building Completion Date, the question may be referred to arbitration on the following terms:
- a) Within seven days after receipt of the Exercise Notice, the Grantor may give written notice to Valley's Edge that the Grantor disputes the Exercise Notice (the "Dispute Notice") and within seven days after the Dispute Notice is received by Valley's Edge, the parties will agree upon and appoint a single arbitrator. Provided, however if they cannot agree upon a single arbitrator, each party will within one further week appoint an arbitrator and the two arbitrators so appointed, will within one further week appoint a third arbitrator who will be the chairman of the arbitration proceedings.
- b) The arbitrators will hear the reference as soon as possible at a convenient location, as determined by the arbitrator(s).
- c) The arbitrator(s) will conduct a hearing, as they believe proper, allowing each party adequate opportunity to present and rebut evidence. Such hearing shall be conducted within 30 days after the date the last of the arbitrators is selected.
- d) The arbitrators may accept evidence on oath, affidavit or otherwise as they believe proper whether or not admissible in a court. Parties who are not parties to the dispute may present evidence only if requested to do so by a party to the dispute or by the arbitrator(s).

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- e) The cost of the arbitration and remuneration of the arbitrators will be paid by the unsuccessful party.
  - f) The arbitrator(s) award may be entered in the Victoria Registry of the British Columbia Supreme Court and enforced with leave of the court in the same manner as an order of that court.
  - g) The new Closing Date shall be thirty days after the issuance of the arbitrator(s) award.
5. On the Closing Date, the Strata Lot will be transferred to Valley's Edge free from all encumbrances, charges and tenancies except the following:
- a) those permitted encumbrances registered against the title to the Strata Lot at the closing of the transfer from Valley's Edge to the Grantor, or his predecessors in title, if any; and
  - b) such further encumbrances as may have been registered by or through Valley's Edge subsequent to the transfer to the Grantor.
6. All adjustments will be made as of the Closing Date and the Grantor will deliver possession of the Strata Lot to Valley's Edge on that date. Adjustments shall be restricted to pre-paid property taxes and pre-paid strata fees.
7. The Strata Lot will be at the risk of the Grantor until the Closing Date.
8. This option will be open for exercise only during the periods set out above, and must be exercised as set out above. If this option is not so exercised, it will be null and void.
9. Time will be of the essence of this option and of this Agreement.
10. All grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained in this Agreement will be read and held as made by and with, granted to and imposed upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.
11. Upon Completion of the Strata Lot, Valley's Edge will give a discharge of this option to the Grantor.
12. Notwithstanding anything in this Agreement to the contrary, neither party will be deemed to be in default in respect of the performance of any of the terms, covenants, and conditions of this Agreement, other than a term requiring the payment of any sum, if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, Act of God, fire, flood, pestilence or other cause beyond the control of such party, other than lack of funds or other financial reasons.

**END OF DOCUMENT**