

Aviawest Purchase and Membership Agreement dated the ____ day of _____, 20____.

BETWEEN:

of _____
Tel: _____
Email: _____

(Hereinafter called the "Seller")

AND:

of _____
Tel: _____
Email: _____

(Hereinafter called the "Buyer")

1. Purchase and Sale

The Buyer is acquiring Points for the purpose of using Habitable Space. The Buyer agrees to purchase and the Seller agrees to sell _____ Points as set out on the Membership Certificate for Member Number SP _____ on the terms and conditions set out in this Agreement. On the execution of the Agreement, the Buyer agrees to pay the Total Purchase Price to Dorothy Clarkstone, In Trust, hereinafter called "the Transfer Agent" as follows:

Purchase Price:	\$ _____
Transfer Agent Fees & Disbursements:	\$ _____
Aviawest Administration Fee:	\$ _____
Membership Fees (if applicable)	\$ _____
Total Due to Complete:	\$ _____

The Seller also agrees to transfer banked RCI points in the amount of _____.

2. Escrow and Closing Date

The closing shall take place on or before _____ following fulfilment of all conditions herein and the Escrow Agent is irrevocable authorized to deliver the Total Purchase Price less agent fees, administration fees and membership fees to the seller and the Transfer Agent will deliver the Membership and Points Certificate to the Buyer. If for any reason the Seller is unable to comply with the provisions of this agreement, the Transfer Agent shall

return/refund to the Buyer all payments made hereunder, without interest, and upon making such refund, this Agreement shall be deemed cancelled, and all rights and obligations hereunder shall terminate. The Buyer hereby waives any and all remedies that might otherwise be available to him at law or in equity.

3. Governing Documents

Aviawest has created a program to provide Members with accommodation as set out in the Declaration. The Buyer acknowledges that the Transfer Agent does not supply copies of the Declaration, Disclosure Statement, By-laws, Trust Agreement, Articles, Guidelines and it is the responsibility of the Buyer to research Aviawest Resorts Inc. and Aviawest Resort Club to their satisfaction.

4. Charges and Assessment

The Buyer understands and agrees that Aviawest will incur Membership Costs as the agent for all Members in accordance with the proportionate share of the Points purchased. The Buyer agrees to reimburse Aviawest on a cost-sharing basis for the Buyer's share of the Membership Costs as determined annually by Aviawest and referred to as the Membership Fee and to pay Special Assessments for capital improvements and other extraordinary expenses or costs and Personal Charges.

5. Buyer's Acknowledgment

The Buyer represents that the Buyer has the legal capacity to enter into this Agreement and that the Buyer is purchasing the Points for the Buyer's use and enjoyment of the accommodation and not for investment potential, any possible rental returns, tax advantages, resale potential or any other pecuniary advantages. The Buyer further acknowledges and confirms that no warranties or guarantees of any nature have been made to the Buyer by the Seller or any of the Seller's agents concerning investment potential, rental returns, tax advantages or resale potential.

6. Entire Agreement

The Buyer and Seller agree that this Agreement is the only agreement between them and that no representations, warranties or guarantees, oral or written, have been made or relied upon which are not set forth herein. This Agreement will become effective and binding upon both parties when signed by the Buyer and Seller in the space provided herein and may not be amended or in any manner modified except by a written instrument which is signed by both the Buyer and Seller.

7. Interpretation

If any provision of this Agreement shall be found to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall, nevertheless, remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Province of

British Columbia. The provisions of this agreement shall survive the closing of the transaction contemplated hereby. Buyer may not assign his rights under this Agreement without the prior written consent of the Seller.

8. Acknowledgment

The Buyer and Seller acknowledge that the tender of the Total Purchase Price is payable to:

Dorothy Clarkstone, Notary Public, in Trust acting as Escrow and Transfer Agent for both parties.

IN WITNESS WHEREOF the Buyer has hereunto executed this Agreement on the _____ day of _____, 20____.

BUYER:

Print Name:

Print Name:

IN WITNESS WHEREOF the Seller has hereunto executed this Agreement on the _____ day of _____, 20____.

SELLER:

Print Name:

Print Name: