

EXHIBIT "CC"

TIMBERLINE LODGES Priority Reservation

Timberline Developments Ltd. ("Timberline") is continuing with the development of Timberline Lodges, a phased ski resort condominium complex in Fernie, British Columbia. Timberline is presently offering for sale strata lots (the "strata lots") located in Balsam Lodge and Juniper Lodge. Timberline intends to make certain strata lots available for purchase in one-fourth interests ("quarter interests") or as whole strata lots ("whole strata lots").

This is to certify that:

(Name of Preferred Purchaser)

wishes to obtain a Priority Reservation(s) to participate in an Exclusive Reservation Holder Only preview of whole strata lots and quarter interests and Timberline wishes to grant the Preferred Purchaser certain privileges subject to the following terms and conditions:

1. Agreement and Deposit: The Preferred Purchaser has executed and delivered, or confirmed by telephone the acceptance of this Priority Reservation by Timberline and has remitted to Timberline's lawyer, Reed Pope LLP, the amount of TWO THOUSAND (\$2,000.00) DOLLARS (the "Refundable Deposit") for each Reservation as described in paragraph 7, to be held in trust by Reed Pope LLP in a non-interest bearing account. The Refundable Deposit is payable by cash, cheque, or Visa and shall be returned to the Preferred Purchaser at any time, upon written request by the Preferred Purchaser. Provided the Refundable Deposit has not been returned, as aforesaid, and this Priority Purchaser Reservation has not been cancelled, the Preferred Purchaser may, at its option, apply all or part of the Refundable Deposit towards payment of the purchase price for his/her/its quarter interest or whole strata lot.
2. Reservation Order: Upon receipt of both the Refundable Deposit and a signed copy of this Priority Reservation by Timberline (unless such reservation is taken by telephone), Timberline will assign the next available reservation time (the "Reservation Time") to the Preferred Purchaser. If the reservation is taken by telephone, the Preferred Purchaser shall provide a signed copy of the Priority Reservation to Timberline in due course.
3. Selection of Quarter Interest or Whole Strata Lot: Provided the Refundable Deposit has not been returned and this Priority Reservation has not been cancelled, the Preferred Purchaser shall be entitled, at a time and place and in the manner designated by Timberline, to sign an offer to purchase a whole strata lot or up to the number of quarter interests as described in paragraph 7, from those available whole strata lots or quarter interests after the persons having an earlier Reservation Time have had their opportunity to sign such agreements. Timberline shall give the Preferred Purchaser prior written notice of the time, manner and place to exercise the right and selection of the whole strata lot or quarter interest.
4. Cancellation of Agreement: Either party may cancel this Priority Reservation at any time for any reason by delivering written notice to the other party. In such event the Refundable Deposit shall be returned to the Preferred Purchaser. Upon cancellation Timberline may reassign the reservation time to another Preferred Purchaser.

5. Notice and Assignment: Notices delivered personally or sent by telecopier shall be deemed received on the date of delivery or transmission if such occurs prior to 5:00 p.m. (Vancouver, B.C. time) on a business day and otherwise on the next following business day. Notices sent by mail shall be deemed received on the third (3rd) business day following the posted date of mailing. This Priority Reservation is not assignable by the Preferred Purchaser.

6. Preferred Purchaser Privileges: The Preferred Purchaser shall be entitled to advance viewing and selection of the whole strata lots or quarter interests and a personal appointment with a Timberline representative at an Exclusive Reservation Holders Only preview. In the event the Preferred Purchaser signs an offer to purchase a whole strata lot or quarter interest on or before the public Grand Opening and completes the purchase, the Purchaser will be entitled to the privileges provided to Priority Reservation Holders.

7. Priority Reservations: The Preferred Purchaser wished to make ____ Reservations at \$2,000 Canadian Funds each for a total of \$ _____.

This is not an offering for sale and nothing in this Priority Reservation or any marketing materials shall be constituted as an offering for sale. The Priority Reservation is limited to the rights specifically provided herein and does not constitute an agreement, right, or obligation to purchase, or sell, a letter of intent or any similar instrument.

DATED THIS ____ DAY OF _____, 20__ [] RESERVATION BY TELEPHONE

DATE AND TIME: _____

PREFERRED PURCHASER: _____ SIGNATURE: _____
[print name]

ADDRESS: _____, CITY: _____

PROVINCE/STATE: _____ POSTAL/ZIP CODE: _____

PHONE: (____) _____ FAX: (____) _____ EMAIL: _____

RECEIPT OF DEPOSIT: _____

VISA: _____ EXPIRY DATE: _____

NAME AS IT APPEARS ON CARD: _____

TIMBERLINE REPRESENTATIVE: _____ CO-OP AGENT: _____

COMPANY: _____