

This is Exhibit H referred to in the affidavit of
MARK KATZ sworn (or affirmed)
 before me on [dd/mm/yyyy]

ASSIGNMENT OF RIGHTS UNDER CONTRACTS

A Commissioner for taking Affidavits
 within British Columbia
 on 12/10

1. In consideration of 1397225 ONTARIO LIMITED agreeing to make a loan of up to \$25,360,000.00 of lawful money of Canada to 682202 B.C. LTD., (herein called "the Borrower"), the Borrower does hereby assign, transfer and set over unto 1397225 ONTARIO LIMITED (hereinafter called "the Lender") all moneys, claims, rights and demands whatsoever ("the Rights") which the Borrower may now, or at any time hereafter have or be entitled to under or by virtue of or in respect of or incidental to any and all plans and specifications ("Plans"), contracts including, but not limited to, any building permits, development permits, other municipal approvals, construction contracts and contracts for the provision of services relating to the development of the lands as proposed by the Borrower, labour and material bonds and performance bonds, plans, drawings, designs, surveys and specifications (collectively, "the Contracts") now or hereafter relating to the Borrower's acquisition, ownership, development or operation of the land, located in the Municipality of Mission, Province of British Columbia, and more particularly described in Schedule A attached hereto.
2. The Borrower agrees that in accordance herewith the Plans and Contracts shall be held by the Lender as general and continuing collateral security for the fulfillment of all obligations, present and future, direct or indirect, absolute or contingent, matured or not, of the Borrower to the Lender, whether arising from agreement or dealings between the Lender and the Borrower or from any agreement or dealings with any third party person by which the Lender may be or become in any manner whatsoever a creditor of the Borrower or however otherwise arising and whether the Borrower be bound alone or with another or others and whether as principal or surety.
3. The Borrower expressly authorizes the Lender to collect, demand, sue for, enforce the Plans and Contracts or any of them, and to exercise any of the Rights thereunder, the whole to the same extent and with the same effect as if the Lender were the absolute owner thereof and an original party thereto and without regard to the state of accounts between the Borrower and the Lender.
4. The Lender may sell either by public or private sale or otherwise dispose of the Rights and/or the Plans and Contracts in such manner, upon such terms and conditions, for such consideration and at such time or times as may seem to it advisable and without notice to the Borrower and without any liability for any loss resulting therefrom.
5. The Lender may apply any moneys received by it against any obligations of the Borrower to the Lender as to the Lender seems best or hold the same in a separate collateral account for such time as it may see fit and then apply the same as aforesaid, the whole without prejudice to the claim for any deficiency.
6. The Lender may compound, compromise, grant extensions, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with other parties to the Contracts, the Borrower and others, and with the Rights, the Plans and Contracts and other securities as the Lender may see fit, without prejudice to the liability of the Borrower or the Lender's right to hold and realize this security.

7. The Lender shall not be liable or accountable to any person for any failure to enforce the Contracts or any of them or any of the Rights thereunder, nor for any non-performance of the Borrower's obligations under any of the Contracts. The Lender shall not by virtue of this Assignment become a lender in possession. The Lender shall not be bound to institute proceedings for the purpose of preserving any rights of the Lender, the Borrower or any other person, firm or corporation in respect of the Contracts.
8. The Lender may charge on its own behalf and also pay other reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with collecting, realizing, enforcing any of the Plans and Contracts or any part thereof and may add the amount of such sums to the indebtedness of the Borrower.
9. The Borrower covenants and agrees with the Lender that all of the obligations of the Borrower under or by virtue of the Contracts and all other agreements of the Borrower incidental or ancillary thereto shall be fulfilled, and the Borrowers shall from time to time forthwith on the Lender's request furnish to the Lender all writings and information requested relating to the Contracts or any of them and the Lender shall be entitled from time to time to inspect any books, papers, documents or records evidencing or relating to any or all of the Contracts and make copies thereof and for such purpose the Lender shall have access to all premises occupied by the Borrower.
10. The Borrower covenants and declares that neither the Rights nor the Plans and Contracts have been assigned to or pledged or encumbered in favour of any other person and the Borrower covenants and agrees with the Lender not to assign, pledge or encumber the Rights, the Plans or the Contracts or any of them (while this Assignment remains in force) to or in favour of any other person without the written consent of the Lender.
11. For the purpose of enforcing all Rights of the Borrower in or under the Plans and Contracts, the undersigned hereby nominates, constitutes and appoints the Lender the true and lawful attorney of the undersigned, irrevocable, with the full power of substitution, for an in the name of and at the expense of the Borrower to act in relation thereto and in securing the enforcement of all the Rights as fully and effectually in all respects as the Borrower could do and, without limiting the generality of the foregoing, to institute and prosecute any action or proceedings in respect of the Plans and Contracts as the said attorney may deemed advisable and to execute on behalf of the Borrower a discharge of the Contracts or any of them.
12. This Assignment is given in addition to and not in substitution for any similar assignment heretofore given to and still held by the Lender and is taken by the Lender in additional security for the fulfillment of the aforesaid obligations of the Borrower to the Lender and shall not operate as a merger of any simple contract debt or in any way suspend the fulfillment of, or prejudice or affect the rights, remedies and powers of the Lender in respect of, the said obligations or any securities held by the Lender for the fulfillment hereof.
13. The Lender's rights hereunder shall not be exercised unless and until the Borrower is in default in respect of its obligations to the Lender. The decision of the Lender as to whether or not there has been any such default shall be final, binding and conclusive in every respect

under the Borrower.

14. The Borrower will execute and deliver to the Lender specific assignments or specific contracts and agreements relating hereto and will provide any required consents of third parties to such assignments upon the Lender giving notice to the Borrower that it requires the same.
15. This Assignment shall be binding on the Borrower and the heirs, executors, administrators, successors and assigns of the Borrower and shall enure to the benefit of the Lender and its successors and assigns.
16. The Borrower hereby:
 - (a) acknowledges receiving a copy of this Assignment, and
 - (b) waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed, issued, or obtained at any time in respect of this Assignment.
17. Each of the provisions contained in this Assignment is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of this Assignment. To the extent permitted by applicable law, the parties waive any provision of law that renders any provision of this Assignment invalid or unenforceable in any respect.
18. This Assignment may be executed in counterparts and all counterparts so executed (including those executed and delivered by fax) will constitute an assignment binding on the parties effective upon execution.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Borrower at the CITY of VANCOUVER, Province of British Columbia, this 17th day of JAN., 2006.

Signed, Sealed and delivered in the presence)
of:)

Name

Address/Occupation

JO-ANNE B. CHIA
Barrister & Solicitor
1200 Waterfront Centre, 200 Burrard Street
P.O. Box 48600, Vancouver, Canada V7X 1T2
604-640-4219

) 682202 B.C. LTD., by its authorized
) signatory(ies)
)
)
)
)

Name

Name

C/S

SCHEDULE A REFERRED TO IN THE ATTACHED
ASSIGNMENT OF RIGHTS UNDER CONTRACTS
FROM 682202 B.C. LTD. TO 1397225 ONTARIO LIMITED
AND DATED THE 17th DAY OF January, 2006

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the Municipality of Mission, Province of British Columbia, and more particularly known and described as:

Parcel Identifier No. 017-490-146

Lot A, Section 20, township 17, New Westminster District, Plan LMP1741

(herein called the "Lands")