Asset Purchase Agreement[NOTE1]

(Specific Assets)

THIS AGREEMENT made as of Date of Agreement (ie. July 1, 2000) between , of , (the "Buyer") and , of (the "Seller")

IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase of Assets. The Buyer agrees to purchase from the Seller and the Seller agrees to sell to the Buyer all of the assets of the Seller described in Schedule "A" hereto (the "Assets").

2. Purchase Price. The purchase price (the "Purchase Price") payable by the Buyer to the Seller for the Assets shall be , which shall be paid and satisfied at Closing by certified cheque or bank draft.

3. Closing Date. Time shall be of the essence of this Agreement. The closing of this transaction shall take place on or such earlier or later date as may be mutually acceptable to the parties hereto (the "Closing Date" or "Closing").

4. Entire Agreement. This Agreement constitutes the entire agreement among the parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective parties. There are no oral representations or warranties amount the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of .

6. Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above mentioned.

Witness

Witness

 Schedule "A"

 List of Purchased Assets

Agreement between a Buyer to a Seller pursuant to which the Buyer buys specific assets from the Seller.

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