

LETTER OF INTENT TO PURCHASE ASSETS

..... (Method of transmission)

..... (Municipality),, 20...

(RECIPIENT)

(Address)

(Municipality), (Province/Territory)

(Postal Code)

(RECIPIENT)

(Address)

(Municipality), (Province/Territory)

(Postal Code)

(RECIPIENT)

(Address)

(Municipality), (Province/Territory)

(Postal Code)

Re: (Indication of the contemplated business transaction)

.....
Further to our various discussions and on the basis of a preliminary analysis and review of the information which has been forwarded to us regarding (state intended purpose of business agreement) hereinafter referred to as the "Business Opportunity", we are pleased to confirm our intent to enter into an agreement with your corporation for such a purpose on the basis of our understanding of the key elements of the contemplated transaction contained herein.

It must be understood however that this letter of intent shall, under no circumstances, be interpreted or construed as a promise to on our part to enter into an agreement with you on this matter. Should we fail to come to an agreement on mutually acceptable terms and conditions neither party shall have a claim against the other for any reason whatsoever.

To confirm your acceptance of the terms outlined herein, please sign one copy of this letter of intent where indicated below and return it to us by Upon receipt of a signed copy of this letter we shall

instruct our legal counsel to prepare for your review and approval a draft agreement reproducing the key elements contained herein and suggesting other provisions usually found in similar agreements or recommended by said legal counsel.

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0.00 INTERPRETATION

Unless indicated otherwise, the following capitalized terms or expressions shall have the meaning indicated below throughout the letter of intent:

0.01 Business Opportunity

refers to the establishment of a business relationship for the purpose of
(state purpose of relationship) and the execution of the appropriate written legal documents required to confirm the PARTIES' commitment to establishing such a contractual relationship;

0.02 Negotiation Period

refers to the (.....) period, beginning on the date hereof, during which the PARTIES shall negotiate with each other for the purpose of establishing mutually acceptable terms and conditions to be set out the Agreement;

1.00 PURPOSE

The Agreement shall state as its purpose and will be subject to the following closing conditions:

2.00 CONSIDERATION

The Agreement shall state as due consideration for (description of legal transaction), that PARTY A agrees to pay PARTY B the sum of DOLLARS (\$). This amount shall be subject to adjustments on the following basis:

3.00 TERMS OF PAYMENT

Mutually acceptable payment terms and conditions are to be agreed upon and will be consistent with current market practices.

4.00 SECURITY

The securities to be put into place in order to secure the payment or performance of the obligations of each PARTY pursuant to the Agreement shall be described in detail in the Agreement.

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