Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

_____ of _____

(the "Purchaser")

- AND -

_____ of _____

(the "Seller")

BACKGROUND:

This Document will establish the basic terms to be used in a future share purchase agreement between the Seller and the Purchaser. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

<u>**Non-Binding**</u>

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the future share purchase agreement, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the future share purchase agreement will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

<u>**Purchase Price**</u>

2. The total purchase price for the shares is _____ .

3. The Purchaser will pay to the Seller the deposit amount of _____ (the "Deposit") on or before the ..... day of ...., 20... (the "Deposit Date").

4. The Purchaser will pay to the Seller the balance amount of _____ on or before the ...... day of ...., 20..... (the "Closing Date") as final payment in full for the shares.

Representations

5. The Seller represents and warrants that the shares are free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty and any deposits must be refunded.

This Document accurately reflects the understanding between the Seller and the Purchaser, signed on this _____ day of _____, _____.

_____

_____ (Purchaser)

_____

_____ (Seller)