

CONVERTIBLE NOTE PURCHASE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF SELLER]

a _____ corporation having a registered office address at _____
(the "Seller")

- and -

[NAME OF PURCHASER]

a _____ corporation having a registered office address at _____
(the "Purchaser")

- and -

[NAME OF ISSUING COMPANY]

a _____ corporation having a registered office address at _____
(the "Company")

WHEREAS, upon the terms and conditions hereof, the Purchaser desires to purchase, and the Seller desires to sell, an aggregate of _____ Dollars (\$_____) principal amount of a ____% Convertible Debenture (the "Note") of the Company purchased by Seller from the Company pursuant to that certain Purchase Agreement, dated _____ (the "Original Purchase Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Seller and the Purchaser hereby agree as follows:

SECTION 1 - SALE OF THE NOTE

1.1 *Sale of the Note.* Subject to the terms and conditions hereof, the Seller will sell and deliver to the Purchaser and the Purchaser will purchase from the Seller, upon the execution and delivery hereof, the Note for an aggregate of _____ Dollars (\$_____) (the "Purchase Price"). Seller represents and warrants that it is the sole owner of the Note, free and clear of all claims, liens or encumbrances of any nature. Seller agrees to waive any claim for accrued but unpaid interest.

SECTION 2 - CLOSING DATE; DELIVERY

2.1 *Closing Date.* The closing of the purchase and sale of the Note hereunder (the "Closing") shall be held within ____ days of the execution of this Agreement, or as otherwise may be agreed by the parties, at the offices of _____.

2.2 *Delivery at Closing.* At the Closing, Seller will deliver to the Purchaser original certificates in Seller's name representing the Note and Purchaser shall pay the Purchase Price by wire transfer of immediately available funds to such account as is designated by Seller.

SECTION 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS

The parties hereto represent, warrant and covenant, solely as to themselves, as follows: