

ASSIGNMENT AGREEMENT

This ASSIGNMENT made on the _____ day of _____, 2003.

BETWEEN:

(The "Assignor")

AND:

(The "Assignee")

WHEREAS:

A. Pursuant to a Contract of Sale and Purchase dated _____
Made between _____ (the Vendor) and the
Assignor as purchaser, a true copy of which is attached as Schedule A (the " Contract of
Sale and Purchase"), the Vendor agreed to sell and the Assignor agreed to purchase
certain lands and premises situated in _____
British Columbia, commonly known as _____
and legally described as _____
_____ (the "Property); and

B. The Assignor has agreed to assign all of its right, title, and interest in and to the
Contract of Sale and Purchase and the Property to the Assignee, and the Assignee has
agreed to accept such assignment on the terms and conditions as set out in this
Assignment

In consideration of the premises and the sum of \$ _____ paid by the Assignee
to the Assignor upon the Vendor granting the Assignor, the right to assign the Contract of
Sale and Purchase (Schedule A) the parties covenant and agrees as follows:

1. ASSIGNMENT

The Assignor absolutely assigns, transfers, and sets over to the Assignee all of the right,
title, benefit, and interest of the Assignor in, to, and under the Contract of Sale and
Purchase and the Property.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to:

- a. perform and observe all covenants, conditions, and obligations of the assignor under the Contract of Sale and purchase.
- b. Indemnify and save the Assignor harmless from any and all liabilities of every nature and kind with respect to any breach or non-observance of the covenants, conditions and obligations.

4. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Contract of Sale and Purchase;

- a. the copy of the Contract of Sale and Purchase attached as Schedule A constitutes the entire agreement between the Vendor and the Assignor with respect to the Property and has not been modified or amended in anyway;
 - b. the Deposit has been duly paid as provided in the Contract of Sale and Purchase;
 - c. the Contract of Sale and Purchase is valid and subsisting;
 - d. the Assignor has not previously assigned or otherwise transferred any of its rights under the Contract of Sale and Purchase;
 - e. the Assignor has full power and authority to assign the Contract of Sale and purchase to Assignee in accordance with the terms of this Assignment; and
 - f. the Assignor is not in breach of any of (his/her) obligations under the Contract of the Sale and Purchase.
5. Each of the parties shall execute and deliver, at the request of the other, all such further documents and instruments, and shall do all things that are necessary to give full effect to the intent and meaning of this Assignment.
6. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. Time shall be of the essence of this Assignment and of all the transactions contemplated in it.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals all as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
)

CONSENT TO ASSIGNMENT

TO: _____ (the "Purchaser")

FROM: _____ (Vendor)

RE: Assignment of Contract of Purchase and Sale dated _____
(the "Purchase Agreement") for Strata Lot _____
of certain lands and premises located in the City of Vancouver, which are
legally described as:

The Vendor hereby consents to the assignment by the Purchaser to _____
(the "Assignee") of all of the Purchaser's right, title, interest and obligations in the
Purchase Agreement. The Assignee covenants and agrees with the Vendor to observe
and perform all of the obligations of the Purchaser under the Purchase Agreement as if
the Assignee had been an original party to the Purchase Agreement.

DATED this _____ day of _____ 2003.

By: _____

ASSUMPTION

The obligations of the Purchaser under the Purchase Agreement are hereby assumed by
the Assignee this _____ day of _____, 2003 _____. If the Assignee
consists of more than one person the liability shall be joint and several.

(the Assignee)

ACKNOWLEDGEMENT

The Purchaser acknowledges and agrees that neither this Consent, nor the payment of any
money or performance of any of the Purchaser's covenants by the Assignee shall waive
or modify in any respect the rights of the Vendor under the Purchase Agreement.

DATED this _____ day of _____ 2003.