

THIS EMPLOYMENT AGREEMENT is dated as of the ____ day of _____,
_____.

BETWEEN:

(hereinafter called the "Employee")

OF THE FIRST PART

AND:

(hereinafter called the "Employer")

OF THE SECOND PART

WITNESS THAT IN CONSIDERATION of the mutual conditions hereinafter
contained, it is hereby agreed as follows:

1. DUTIES

1.1 The Employer agrees to employ the Employee as _____

_____.

1.2 The Employee agrees to assume the duties as aforementioned and to serve the
Employer and any of its subsidiaries in that capacity or such other capacity as may from
time to time be determined by the Board of Directors of the Employer and shall perform
such duties and exercise such powers as may from time to time be assigned to or vested in

him by the by-laws of the Employer and/or by resolution of the Board of Directors of the Employer, subject always to the control and direction of the Board of Directors of the Employer.

1.3 The Employee agrees that his employment aforementioned shall be his full-time occupation to the exclusion of all other forms of employment.

2. TERM

2.1 The employment of the Employee hereunder shall be for a period of _____ years from the commencement date being and unless such employment shall be terminated as hereinafter provided, thereafter from year to year unless and until terminated as hereinafter provided.

3. REMUNERATION

3.1 The remuneration of the Employee for his services hereunder shall be at the rate of _____ (\$ _____) DOLLARS per year net in Canadian funds less Canadian Income Tax or such other remuneration as from time to time maybe mutually agreed upon in writing between the Employer and Employee payable in equal twice monthly installments, in arrears, on the business day nearest the fifteenth of each calendar month and on the last business day of each calendar month.

3.2 In addition to the said fixed net remuneration, the Employee shall be entitled to additional remuneration for his services hereunder for each year during the period of his employment hereunder from and including the year commencing the as follows:

(a) if the net profits of the Employer are less than \$_____, the Employee shall receive no additional remuneration; or

(b) if the net profits of the Employer and its subsidiaries for the year in question are at least \$_____, but less than \$_____ the Employee shall receive the sum of \$_____ as additional remuneration; or

(c) if the net profits of the Employer and its subsidiaries for the year in question are at least \$_____, but less than \$_____, the Employee shall receive the sum of \$_____ as additional remuneration.

3.3 In addition to the remuneration hereinbefore mentioned, the Companies shall provide or cause to be provided:

(a) Medical coverage including Medical Services Association Extended Care Benefits, and Dental Insurance provided by the Medical Services Association or equivalent affording coverage satisfactory to the Employee;

(b) Life insurance coverage insuring the Employee's life in an amount equivalent to one year's salary as determined herein and payable to a beneficiary as designated by the Employee; and

(c) Travel insurance on a group basis with a minimal coverage of \$ for loss of life and auxiliary benefits to be mutually agreed upon between the parties hereto.

3.4 The Employer further agrees that it is a term of this contract that the Employee will be based in the City of _____, in the Province of British Columbia and that he will not be called upon to change his place of work from the City of _____, in the Province of British Columbia.

3.5 In the event of the termination of the employment of the Employee hereunder, the amount of the additional remuneration of the Employee for the year during which his said employment is terminated shall be that proportion of the additional remuneration which would otherwise be payable to him in accordance with the above provisions if his employment hereunder had continued throughout the whole of such year as the number of days during which his employment continued hereunder in such year is of 365, but in no case shall such remuneration amount to less than half of the Employee's annual income.

3.6 The Employer shall be reimbursed for all reasonable and necessary traveling and other expenses incurred by him in connection with the performance of his duties hereunder including car expenses, hotel and motel expenses, meal, travel and membership fees and mentioned herein. With respect to all expenses claimed by the Employee in accordance with this paragraph the Employee shall furnish the Employer with appropriate statements, vouchers or other receipts as and when required by the Employer.

3.7 The Employer shall pay during the term of the employment of the Employee hereunder, on behalf of the Employee the initiation fees and annual and/or monthly membership fees in two social or recreation clubs to be designated by the Employee.

3.8 The Employer shall during the term of the employment of the Employee hereunder lease and maintain at its expense an automobile for use by the Employee, any such lease to be on a three-year basis. The Employer shall pay any stand-by charges assessed as tax against the Employee.

4. VACATION

4.1 During the employment of the Employee hereunder, the Employee shall from time to time be entitled to _____ weeks annual vacation. The Employee shall also be entitled to all statutory holidays recognized by the Government of British Columbia and afforded by the Government to its employees. The Employee shall be entitled to chose such holiday periods as he may wish and designate providing two weeks notice of such designation is given to the Employer.

5. TERMINATION

5.1 The employment of the Employee hereunder maybe terminated by the Employer in the following manner in the following circumstances:

(a) by not less than _____ days' notice in writing given to the Employee where less than 24 months have elapsed from the Commencement Date;

(b) by not less than _____ days' notice in writing given to the Employee where greater than 24 months have elapsed from the Commencement Date;

(c) if the Employee shall by reason of illness or mental or physical disability or incapacity fail for any three consecutive calendar months in any calendar year or for six months in the aggregate in any two successive calendar years to perform his duties hereunder, than by 90 days' notice in writing from the Employer to the Employee.

5.2 The employment of the Employee hereunder maybe terminated at any time by notice in writing from the Employer to the Employee, for cause.

5.3 The employment of the Employee hereunder maybe terminated by the Employee by 30 days' notice in writing from the Employee to the Employer.

5.4 Where notice is given pursuant to paragraph 5.1 (a), (b), (c), or 5.3, the Employer may, solely at its option and in lieu of the notice periods set out thereunder, pay to the Employee the remuneration to which he would otherwise be entitled hereunder provided that where the Employer exercises its option under the paragraph the employment of the Employee shall terminate forthwith upon receipt of the payment herein described.

5.5 Upon any notice being given pursuant to paragraph 5.2 or upon the expiration of the notice periods referred to in paragraph 5.1 (a), (b), (c) or upon receipt of the payment described in paragraph 5.4, as the case may be, this agreement and the employment of the Employee hereunder shall be wholly determined, except paragraph 9.1 which shall continue in full force and effect. Upon any such termination the Employee shall have no claim against the Employer for damages or otherwise except in respect of payment of remuneration.

6. GENERAL DUTIES

6.1 The Employee shall serve the Employer as the Directors of the Employer may from time to time require, in the capacity of _____ or such other capacity that may from time to time be established by the Directors of the Employer and shall perform such duties and exercise such powers as may from time to time be determined by resolution of the Board of Directors of the Employer subject always to the control and direction of such Board of Directors.

7. NOTICE

7.1 Any notice which is required or permitted to be given under the terms and provisions of this Agreement shall be given in writing and delivered or mailed by prepaid registered mail:

(a) in the case of the Employee, to him at his home address or at such other address as the Employer or his personal representatives may from time to time direct;

(b) in the case of the Employer, to it at the Head Office of the Employer.

7.2 Any notice delivered as herein provided shall be deemed to have been received at the time and upon the date of its so being delivered. Any notice mailed as herein provided shall be deemed to have been given on the 7th day following the date of mailing.

8. EMPLOYEE/EMPLOYER RELATIONSHIP

8.1 The parties agree that the relationship hereby created between them is that of Employer/Employee.

9. NON-DISCLOSURE

9.1 Except as authorized by the Employer or as reasonably required to perform his duties, the Employee shall not, directly or indirectly, disclose or use at any time, either during or subsequent to his employment under this Agreement, any confidential information, knowledge or data concerning the business or affairs of the Employer and/or its subsidiaries acquired in the course of his employment hereunder.

10. MISCELLANEOUS

10.1 In the event that any clause or portion of this Agreement should be unenforceable or be declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such enforceability or invalidity shall be separable from the remainder of this Agreement. In the event that any of the covenants herein contained be held unreasonable by reason of area, duration or type or scope of services covered by the said covenant, then the said covenant shall be given effect to in its reduced form as maybe decided by any Court of competent jurisdiction.

10.2 Any and all previous agreements, written or oral between the parties hereto or on their behalf relating to the employment of the Employee by the Employer and/or its subsidiaries are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other and any such subsidiary of and from all manner of actions, causes of action, claims and demands whatsoever under in respect of all such agreements.

10.3 The provisions of this Agreement shall enure to the benefit of and be binding upon the legal personal representatives of the Employee and the successors and assigns of the Employer, respectively.

10.4 There shall be modification, variation or amendment to this Agreement except in writing, duly signed by each party, nor any unwritten waiver or any right, privilege or dissent of any party, and it is expressly agreed that no conduct, acquiescence, statement of silence by a party hereto shall be deemed to constitute a waiver unless acknowledged in

writing signed by the party and delivered to the other.

10.5 This Agreement shall be deemed to be a British Columbian Agreement and shall be governed for all purposes by the laws of British Columbia.

10.6 Time shall be of the essence.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE COMMON SEAL OF)
was hereunto)
affixed in the presence of:)
_____)

Authorized Signatory)
_____)
Authorized Signatory)

C/S

Executed as of the day and year)
First above written)
in the presence of:)
_____)
witness)