Amendment No. 1 dated September 13, 2002 to the Preliminary Prospectus dated June 11, 2002

This prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. The securities offered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended. Accordingly, except to the extent permitted by law, the securities offered hereunder may not be offered or sold in the United States and this prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of such securities within the United States.

A copy of this amendment No. 1 to the Preliminary Prospectus dated June 11, 2002, has been filed with the securities regulatory authorities in all of the provinces of Canada, but has not yet become final for the purpose of the sale of securities. Information contained in this amendment No. 1 to the Preliminary Prospectus may not be complete and may have to be amended. The securities may not be sold until receipt for the prospectus is obtained from the securities regulatory authorities.

PROSPECTUS

New Issue September 13, 2002

CANICO

CANICO RESOURCE CORP.

(Exploration Company)

$

● UNITS

On June 11, 2002, we filed a preliminary prospectus (the ''Preliminary Prospectus'') pursuant to which we conditionally offered for sale, through our agents, BMO Nesbitt Burns Inc., Research Capital Corp. and Haywood Securities Inc. (collectively, the ''Agents''), our common shares, for estimated net proceeds that would have been sufficient (a) to fulfil the condition in the Inco Agreement that we raise at least US$22.5 million (US$4 million of which has already been satisfied) by January 31, 2003 to permit us to purchase the Onça-Puma Property from Inco, and (b) to conduct Phase I of the exploration and development expenditures on the Onça-Puma Property recommended in the WGM Report.

Due to market conditions the offering contemplated by the Preliminary Prospectus did not complete. Since the date of the Preliminary Prospectus the following changes have occurred in respect of Canico's business or in respect of the offering, and the Preliminary Prospectus is hereby amended to reflect the following changes:

(a) by letter dated August 23, 2002 Inco extended to January 31, 2004 the period within which we must satisfy the principal condition to the completion of the Acquisition, being the raising of at least U.S.$22.5 million (U.S.$4 million of which has already been satisfied);

(b) the terms of the offering have been changed to be an offering of units instead of common shares with a minimum offering amount of $5 million and a maximum offering amount of $15 million; and

(c) the use of proceeds from the offering has been revised to reflect the amended terms of the offering and Watts, Griffis and McOuat has confirmed that the expenditure of the proceeds from this offering on part of Phase I of Watts, Griffis and McOuat's recommended program of work is justified notwithstanding that the entire Phase I program as originally recommended will not be completed in full at this time.

Accordingly, to reflect the foregoing changes the Preliminary Prospectus is amended as follows:

(a) ''Face Page'' — the Face Page of the Preliminary Prospectus is revised to read as follows:

This offering is subject to a minimum subscription of $5 million (● units (''Units'')) and a maximum offering of $15 million (● Units). Each Unit consists of one of our common shares and one common share purchase warrant (a ''Warrant''), to purchase one additional common share for a period of one year at a price $ ● . If the minimum subscription of $5 million is not received within 90 days after the date of this prospectus then this offering will cease and will not proceed without the consent of the securities regulatory authorities and those persons who subscribed for Units within such 90 day period. During such 90 day period funds received from subscriptions will be held by the Agents and if the minimum amount of funds is not raised the funds will be returned to the subscribers unless the subscribers have instructed otherwise. The offering may be completed at one or more partial closings, subject to the minimum subscription being received. Our common shares are listed on the TSX Venture Exchange (formerly the Canadian Venture Exchange or CDNX) (the ''TSX Venture'') under the symbol ''CNI''. On September 12, 2002, the last trading day prior to the date of this prospectus, the closing price of our common shares on the TSX Venture was $1.83. See ''Price Range and Trading Volume of Shares''. The issue price of $ ● for the Units was determined by negotiation between us and BMO Nesbitt Burns Inc., Research Capital Corp. and Haywood Securities Inc. (collectively the ''Agents''). **The offering price of $ ● for the Units exceeds the net tangible book value for our common shares as at ● , 2002 by $ ● , after giving effect to the offering (● Units) which represents dilution to investors of ● %. See ''Dilution''. An investment in the Units should be considered highly speculative and involves certain risk factors which should be taken into consideration. See ''Risk Factors''.**

Price: $ ● per Unit

	Price to the Public	Agents' Fee[(1)(2)]	Net Proceeds to the Company[(1)]
Per Unit	$ ●	$ ●	$ ●
TOTAL[(3)]	$ ●	$ ●	$ ●

(1) Before deducting the remaining expenses of this offering, estimated to be $200,000, which will be paid by us.

(2) The Agents will receive options (the ''Agents' Options'') exercisable by the Agents for a period of twenty-four months from the closing of the offering to purchase in the aggregate such number of common shares of Canico as is equal to 10% of the number of Units sold in the offering, including any Units sold pursuant to the exercise of the Over-Allotment Option, at a price equal to the issue price per Unit. This prospectus qualifies the issuance of the common shares upon exercise of the Agents' Options. (See ''Plan of Distribution'').

(3) This offering is subject to a minimum subscription of $5,000,000 (● Units). Pursuant to the terms of the Agency Agreement, we will grant the Agents an option (the ''Over-Allotment Option''), exercisable at any time following closing of the offering, for a period of 30 days thereafter, to purchase an additional number of Units equal to 15% of the Units sold pursuant to the offering, at the offering price set out above, which additional Units are qualified for distribution pursuant to this prospectus. Pursuant to policy statements of certain Canadian securities authorities, the Agents may not, throughout the period of distribution, bid for or purchase common shares. The foregoing restriction is subject to certain exceptions, on the condition that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Units. Such exceptions include a bid or purchase permitted under applicable by-laws and rules of the relevant self-regulatory authorities relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. Pursuant to the first mentioned exception, in connection with the offering, the Agents may over-allot and effect transactions in connection with its over-allotted position. Such transactions, if commenced, may be discontinued at any time. (See ''Plan of Distribution''). If the maximum offering is sold and the Over-Allotment Option is exercised in full, the total price to the public will be $ ● , the Agents' cash commission will be $ ● and the net proceeds to us will be $ ● . (See ''Plan of Distribution'').

The Agents are conditionally offering our Units on a ''best efforts'' basis, subject to prior sale, if, as and when issued by us and accepted by the Agents in accordance with the conditions contained in the Agency Agreement referred to under ''Plan of Distribution'' and subject to the approval of certain legal matters on our behalf by Gowling Lafleur Henderson LLP and on the Agents' behalf by Blake Cassels & Graydon LLP. The Units will be separable into common shares and warrants immediately following closing of the offering. This prospectus qualifies the issuance of the common shares upon exercise of the Warrants. Subject to the rules of the TSX Venture, the Warrants will be listed for trading on the TSX Venture.

Subscriptions for Units will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. It is expected that the closing of the sale of the Units will occur on or about ● , 2002. Certificates representing the securities acquired hereunder are expected to be available at the closing.

(b) ‘‘Prospectus Summary — Canico Resource Corp.’’ — page 1, the fourth and fifth sentences are revised to read as follows:

Our agreement with Inco (the ‘‘Inco Agreement’’) provides that we will acquire the Onça-Puma Property for common shares in our capital equal to 18% of the number of common shares outstanding at the time of closing of the Acquisition. The principal condition to the closing of the Acquisition is the requirement that we raise at least US$22.5 million by January 31, 2004. US$4 million of the condition has already been satisfied. Successful completion of this offering will satisfy an additional portion of that condition, but will not result in us being able to complete the Acquisition (see ‘‘Risk Factors’’).

(c) ‘‘Prospectus Summary — The Offering’’ — page 1, the summary of the offering is revised to read as follows:

The offering: Up to ● Units (assuming no exercise of the Over-Allotment Option granted to the Agents). Each Unit consists of one common share and one Warrant, each of which entitles the holder to purchase one additional common share for a period of one year at a price of $ ● .

Over-Allotment Option: Up to ● Units.

Amount: Up to $ ● million

Price: $ ● per Unit.

Use of Proceeds: Assuming satisfaction of the minimum offering, but prior to giving effect to the exercise of the Over-Allotment Option, the estimated net proceeds to us from the sale of the securities offered hereby, is estimated to be $4,500,000 after deducting: (i) the fee paid to the Agents in connection with the offering and the sale of the Units; and (ii) the other remaining unpaid expenses of us and the Agents in connection with the offering estimated at $200,000.

The net proceeds are proposed to be used to conduct a portion of Phase I of the Onça-Puma Property program described under the heading ‘‘The Onça-Puma Property — Recommendations’’ as follows:

	Minimum Offering Net Proceeds	Maximum Offering Net Proceeds
Project Management and Administration	$1,353,000	$ 5,670,000
Geology and Ore Reserves	$2,214,000	$ 2,987,000
Mining and Reclamation	Nil	$ 181,000
Metallurgy and Process Selection	$ 113,000	$ 1,487,000
Environmental	$ 93,000	$ 409,000
Infrastructure and Site Selection	$ 50,000	$ 632,000
Project Evaluation and Feasibility	$ 50,000	$ 69,000
Capital	$ 40,000	$ 652,000
Contingency (15%)	$ 587,000	$ 1,813,000
Total	$4,500,000(1)	$13,900,000(2)

Note:

(1) Objectives: Complete a drill program which would allow an inferred or indicated resource estimate to be completed for the Onça-Puma areas (excluding Xikrin Indigenous Reserve). In addition preliminary studies in the metallurgical, environmental and infrastructure areas would be initiated.

(2) Objectives: Complete approximately two-thirds of the work required to finalize the Phase I program as recommended by Watts, Griffis and McOuat. This would include completion of the drilling required for an indicated resource estimate at Onça-Puma (excluding Xikrin Indigenous Reserve), as well as mining and reclamation, metallurgical, environmental and infrastructure studies.

The funds being raised will satisfy a portion of the condition precedent to the Acquisition that we raise at least US$22.5 million by January 31, 2004 (US$4 million of which has already been satisfied) and will be expended on Phase I of the work program set out by Watts, Griffis and McOuat. It is not intended that any of the proceeds from this offering will be spent on exploration and development of any portion of the Onça-Puma Property which is contained within the Xikrin Indigenous Land Reserve. See ''Business of Canico''. The allocation of funds to the expenditures set out above is considered warranted on the basis of information presently available to us, including the recommendation of Watts, Griffis and McOuat. See ''The WGM Report — Recommendations''. We may, as circumstances warrant and based on the advice of a qualified independent engineer or geologist, abandon in whole or in part any of our properties, alter as work progresses any work program recommended, planned, or underway, and may use any money available as a result of such act for other purposes including conducting work on or examining other properties acquired or held by us after the date of this prospectus.

(d) ''The Inco Agreements'' — page 11:

(i) The second sentence in the first paragraph under the heading ''Acquisition'' is revised to read as follows:

The consideration for the purchase is the issuance to Inco of an 18% equity interest in Canico, after giving effect to the issuance of common shares under this offering and any additional equity offering which occurs prior to completion of the Acquisition (the ''Additional Offerings'') undertaken by us to raise, together with the proceeds of this offering and the US$4 million already satisfied, in the aggregate US$22.5 million.

(ii) The last four sentences of the first paragraph under the heading ''Acquisition'' are revised to read as follows:

The principal condition to completion of the Acquisition is that we must raise at least US$22.5 million by January 31, 2004. Approximately US$4 million of the US$22.5 million obligation was satisfied when we completed the Merger. Assuming the offering is fully subscribed, the proceeds from this offering will satisfy a further US$ ● million of the condition but will not result in us being able to complete the Acquisition. Acquisition of the Onça-Puma Property will only occur once the total US$22.5 million has been raised. See ''Risk Factors''. It is also a condition of the Acquisition that upon completion of the Acquisition we and Inco enter into the Offtake Agreement, the Sales Agency Agreement and the Technical Services Agreement, the principal terms of which are summarized below.

(e) ''The WGM Report — Recommendations'' — page 22, the following paragraph is added following the break down of costs table for the Phase I and Phase II work programs:

In an addendum to the WGM Report dated September 13, 2002 Watts, Griffis and McOuat considered the use of proceeds from this offering in relation to the Phase I program set out above. Watts, Griffis and McOuat concluded that the proposed expenditures by us, assuming the minimum and maximum amounts of the offering (see ''Use of Proceeds''), would be consistent with the recommendations set out in the WGM Report, would accomplish meaningful portions of the work originally recommended and would be justified notwithstanding that the entire Phase I program set out above would not be completed in full at this time. (See ''Use of Proceeds'').

(f) ''Plan of Distribution'' — page 25:

(i) The first four paragraphs are deleted in their entirety and replaced with the following:

Pursuant to an agreement (the ''Agency Agreement'') dated September ● , 2002 among Canico, BMO Nesbitt Burns Inc., Research Capital Corp. and Haywood Securities Inc. (collectively, the ''Agents''), we have agreed to sell and the Agents have agreed to offer for sale to the public in each of the provinces of Canada on a best efforts basis, up to ● Units for gross proceeds of up to $ ● million at a price of $ ● per Unit on the terms and subject to the conditions contained in the Agency Agreement. This offering is subject to a minimum subscription of $5 million (● Unit). If the minimum subscription of $5 million is not received within 90 days after the date of this prospectus then this offering will cease and will not proceed without the consent of the securities regulatory authorities and those persons who subscribed for Units within such 90 day period. During such 90 day period funds received from subscriptions will be held by the Agents and if the minimum amount of funds is not raised the funds will be returned to the subscribers unless the subscribers have instructed otherwise.

Each Unit consists of one common share and one Warrant. Each Warrant entitles the holder to purchase one additional common share for a period of one year from the date of issue of the Warrants at a price of $ ● per common share.

The Warrants will be issued under a warrant indenture (the ''Warrant Indenture'') between us and Computershare Trust Company of Canada (the ''Trustee''). We will appoint the principal transfer offices of the Trustee in Vancouver and Toronto as the locations at which the Warrants may be surrendered for exercise, transfer or exchange. The Warrant Indenture will, among other things, include provisions for the appropriate adjustment in the class, number and price of the common shares to be issued upon exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of our common shares, the payment of stock dividends and the amalgamation of Canico.

The Warrants may not be exercised in the United States unless an exemption from the registration requirements of the United States Securities Act of 1933, as amended (the ''U.S. Securities Act'') and applicable state securities laws is available. Subject to the rules and policies of the TSX Venture, the Warrants will be listed for trading on the TSX Venture.

The foregoing is a summary only of the terms of the Warrants and is qualified by the more detailed provisions of the Warrant Indenture.

The Units will be separable into common shares and Warrants immediately following closing of this offering.

Under the terms of the Agency Agreement, we granted the Agents the Over-Allotment Option, exercisable for a period of thirty days following completion of the offering, pursuant to which the Agents may purchase additional Units to cover over-subscriptions and for market stabilization purposes. Any Units issued upon exercise of the Over-Allotment Option will be issued at the public offering price set out above. Pursuant to policy statements of certain Canadian securities authorities, the Agents may not, throughout the period of distribution, bid for or purchase common shares. The foregoing restriction is subject to certain exceptions, on the condition that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Units. Such exceptions include a bid or purchase permitted under applicable by-laws and rules of the relevant self-regulatory authorities relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. Pursuant to the first mentioned exception, in connection with the offering, the Agents may over-allot and effect transactions in connection with its over-allotted position. Such transactions, if commenced, may be discontinued at any time.

The offering price of the Units was determined by negotiation between us and the Agents.

In consideration for the services to be performed by the Agents, we have agreed to pay to the Agents a fee of $ ● per Unit sold. In addition, the Agents will receive Agents' Options exercisable for a period of twenty-four months following closing of the offering, entitling the Agents to purchase in the aggregate such number of common shares as is equal to 10% of the total number of Units sold pursuant to the offering, including any Units sold pursuant to the exercise of the Over-Allotment Option, at a price equal to the issue price of the Units.

(ii) The eighth paragraph is revised to read as follows:

This prospectus qualifies the distribution of the common shares and Warrants comprised in the Units offered hereunder, any common shares and Warrants comprised in the Units issued upon exercise of the Over-Allotment Option and any common shares issued upon exercise of the Warrants. A holder of Units may sell any common shares and Warrants comprised in the Units sold pursuant to this prospectus pursuant to the securities legislation of each of the provinces of Canada without further qualification, subject only to control block restrictions. This prospectus also qualifies the distribution of the Agents' Option and any common shares issued on exercise thereof. The Agents may sell any common shares acquired on the exercise of the Agents' Option pursuant to the securities legislation of each of the provinces of Canada without further qualification.

(g) ''Use of Proceeds'' — page 27, the use of proceeds section is revised to read as follows:

Assuming satisfaction of the minimum offering, but prior to giving effect to the exercise of the Over-Allotment Option, the estimated net proceeds to us from the sale of the securities offered hereby, is estimated to be $4,500,000 after deducting: (i) the fee paid to the Agents in connection with the offering and the sale of the Units; and (ii) the other remaining unpaid expenses of us and the Agents in connection with the offering estimated at $200,000.

The net proceeds are proposed to be used to conduct a portion of Phase I of the Onça-Puma Property program described under the Heading ''The Onça-Puma Property — Recommendations'' as follows:

	Minimum Offering Net Proceeds	Maximum Offering Net Proceeds
Project Management and Administration	$1,353,000	$ 5,670,000
Geology and Ore Reserves	$2,214,000	$ 2,987,000
Mining and Reclamation	Nil	$ 181,000
Metallurgy and Process Selection	$ 113,000	$ 1,487,000
Environmental	$ 93,000	$ 409,000
Infrastructure and Site Selection	$ 50,000	$ 632,000
Project Evaluation and Feasibility	$ 50,000	$ 69,000
Capital	$ 40,000	$ 652,000
Contingency (15%)	$ 587,000	$ 1,813,000
Total	$4,500,000[(1)]	$13,900,000[(2)]

Note:

(1) Objectives: Complete a drill program which would allow an inferred or indicated resource estimate to be completed for the Onça-Puma areas (excluding Xikrin Indigenous Reserve). In addition preliminary studies in the metallurgical, environmental and infrastructure areas would be initiated.

(2) Objectives: Complete approximately two-thirds of the work required to finalize the Phase I program as recommended by Watts, Griffis and McOuat. This would include completion of the drilling required for an indicated resource estimate at Onça-Puma (excluding Xikrin Indigenous Reserve), as well as mining and reclamation, metallurgical, environmental and infrastructure studies.

The funds being raised will satisfy a further portion of the condition precedent to the Acquisition that we raise at least US$22.5 million by January 31, 2004 (US$4 million of which obligation has already been satisfied) and will be expended on Phase I of the work program set out by Watts, Griffis and McOuat. It is not intended that any of the proceeds from this offering will be spent on exploration and development of any portion of the Onça-Puma Property which is contained in the Xikrin Indigenous Land Reserve. See ''Business of Canico''. The allocation of funds to the expenditures set out above is considered warranted on the basis of information presently available to us, including the recommendation of Watts, Griffis and McOuat. See ''The WGM Report — Recommendations''. We may, as circumstances warrant and based on the advice of a qualified independent engineer or geologist, abandon in whole or in part any of our properties, alter as work progresses any work program recommended, planned, or underway, and may use any money available as a result of such act for other purposes including conducting work on or examining other properties acquired or held by us after the date of this prospectus.

(h) ''Risk Factors'' — page 41:

(i) The following risk factor has been added to the Preliminary Prospectus:

Risk of Not Completing the Acquisition

We are required to raise US$22.5 million by January 31, 2004 as a condition of completing the Acquisition. Assuming the maximum offering is sold upon completion of this offering we will have raised in the aggregate US$ ● million (including US$4 million acquired in conjunction with the Merger) leaving an additional US$ ● million to be raised to fulfil the condition. If we fail to raise that amount by January 31, 2004 then under the current terms of the Inco Agreement we will not be able to complete the Acquisition. There is no assurance that we will be able to raise the additional funds necessary to fulfil the condition of the Acquisition.

(ii) The risk factor summarized under the heading ''Financing Risks'' has been revised to read as follows:

Lateritic nickel projects are capital intensive by nature. We have limited financial resources, no source of operating cash flow and no assurance that additional funding will be available to us for further exploration and development of our projects or to fulfil our obligations under any applicable agreements. There can be no assurance that we will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to complete additional financings could result in us being unable to acquire the Onça-Puma Property or may result in delay or postponement of exploration and development of the Onça-Puma Property. Further, as we will be required to raise a significant amount of capital by equity offerings in order to fund ongoing work on the Onça-Puma Property, existing shareholders' investment will be subject to ongoing dilution.

All other terms and conditions of the Offering remain as specified in the Preliminary Prospectus.

All capitalized terms used in this amendment no. 1 without definition have the meanings ascribed to such terms in the Preliminary Prospectus.

PURCHASERS' STATUTORY RIGHTS

Securities legislation in certain of the provinces and territories of Canada provides purchasers with a right to withdraw from an agreement to purchase securities within two business days after receipt or deemed receipt of a prospectus and any amendment thereof. In several of the provinces and territories, securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, damages where the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that such remedies for rescission or damages are exercised by the purchaser within the time limits prescribed by the securities legislation of the purchaser's province or territory. A purchaser should refer to the applicable provisions of the securities legislation of such purchaser's province or territory for the particulars of these rights or consult with a legal advisor.

CERTIFICATE OF THE COMPANY

Dated: September 13, 2002

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities qualified by this prospectus as required by Part XV of the *Securities Act* (Ontario), Part 9 of the *Securities Act* (British Columbia), Part 8 of the *Securities Act* (Alberta), by Part VII of t*he Securities Act* (Manitoba), by Part XI of *The Securities Act,* 1988 (Saskatchewan), by the *Securities Act* (Nova Scotia), by Section 13 of the *Security Frauds Prevention Act* (New Brunswick), by Part II of the *Securities Act* (Prince Edward Island), and by Part XIV of the *Securities Act* (Newfoundland), and the respective regulations thereunder and, for the purposes of the *Securities Act* (Quebec) and the regulations thereunder, does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed.

(signed) J. MICHAEL KENYON
President and Chief Executive Officer

(signed) PAUL B. SWEENEY
Vice President and Chief Financial Officer

On Behalf of the Board of Directors

(signed) JONATHAN A. RUBENSTEIN
Director

(signed) DR. ROMAN SHKLANKA
Director

CERTIFICATE OF THE PROMOTERS

Dated: September 13, 2002

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities qualified by this prospectus as required by Part XV of the *Securities Act* (Ontario), Part 9 of the *Securities Act* (British Columbia), Part 8 of the *Securities Act* (Alberta), by Part VII of t*he Securities Act* (Manitoba), by Part XI of *The Securities Act,* 1988 (Saskatchewan), by the *Securities Act* (Nova Scotia), by Section 13 of the *Security Frauds Prevention Act* (New Brunswick), by Part II of the *Securities Act* (Prince Edward Island), and by Part XIV of the *Securities Act* (Newfoundland), and the respective regulations thereunder and, for the purposes of the *Securities Act* (Quebec) and the regulations thereunder, does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed.

(signed) J. MICHAEL KENYON,
Promoter

(signed) DR. ROMAN SHKLANKA,
Promoter

(signed) ANTHONIE LUTEIJN,
Promoter

(signed) JONATHAN A. RUBENSTEIN,
Promoter

(signed) PAUL B. SWEENEY,
Promoter

CERTIFICATE OF THE AGENTS

Dated: September 13, 2002

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities qualified by this prospectus as required by Part XV of the *Securities Act* (Ontario), Part 9 of the *Securities Act* (British Columbia), Part 8 of the *Securities Act* (Alberta), by Part VII of t*he Securities Act* (Manitoba), by Part XI of *The Securities Act,* 1988 (Saskatchewan), by the *Securities Act* (Nova Scotia), by Section 13 of the *Security Frauds Prevention Act* (New Brunswick), by Part II of the *Securities Act* (Prince Edward Island), and by Part XIV of the *Securities Act* (Newfoundland), and the respective regulations thereunder and, for the purposes of the *Securities Act* (Quebec) and the regulations thereunder, does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed.

BMO Nesbitt Burns Inc.

Per: (signed) James G. Rogers

Research Capital Corp.	Haywood Securities Inc.
Per: (signed) Ken Gillis	Per: (signed) John Willett