

FORM 27
SECURITIES ACT

MATERIAL CHANGE REPORT UNDER SECTION 118(1) OF THE ACT

Item 1 Reporting Issuer

Lambus Enterprises Inc.
("Lambus" or the "Corporation")
#6, 1715 – 27 Avenue N.E..
Calgary, Alberta T2E 7E1

Item 2 Date of Material Change

April 11, 2000

Item 3 Press Release

News Release issued on April 13, 2000.

Item 4 Summary of Material Change

LAMBUS ENTERPRISES INC. ("Lambus" or the "Corporation") has entered into a letter of intent with Wango World Inc. ("Wango World") and Rigel Technology Corporation ("RIGEL"), pursuant to which Wango World will license to the Corporation the exclusive Canadian rights to certain technology which facilitates wide-area network gaming operations, including the patent pending on the technology and the trademark name WANGO™.

Item 5 Full Description of Material Change

LAMBUS ENTERPRISES INC. ("Lambus" or the "Corporation") is pleased to announce that it has entered into a letter of intent with Wango World Inc. ("Wango World") and Rigel Technology Corporation ("RIGEL"), pursuant to which Wango World will license to the Corporation the exclusive Canadian rights to certain technology which facilitates wide-area network gaming operations, including the patent pending on the technology and the trademark name WANGO™. Pursuant to the License Agreement, the Corporation will pay royalties to a maximum of 1.6 million dollars (\$1,600,000) to Wango World, with payments commencing upon the completion of the development of the system to implement the technology (the "System").

At the same time, Wango World will enter into a Product Development Agreement with RIGEL, a private Alberta corporation involved in wireless communication system design and development, pursuant to which RIGEL will agree to develop the System at a cost of approximately \$1.6 million. Approximately ten percent (10%) of this amount will be paid to RIGEL as project management fees. The development of the System will occur pursuant to a Statement of Work included in the Product Development Agreement, and Lambus will be afforded ongoing reporting and management rights under this agreement.

The Corporation will indirectly fund the development of the System in the form of a loan of not more than \$1.6 million to Wango World. Wango World will provide the Corporation with a direction to pay the loan proceeds directly to RIGEL in accordance with the Statement of Work. The loan will bear interest at a commercial rate, and payments of the loan will be offset by royalty payments owing under the License Agreement.

The Corporation intends to raise the loan proceeds by way of an offering of equity securities of the Corporation. The terms of the equity offering are currently being finalized.

Wango World has also agreed to grant the Corporation an option to acquire the United States patent and exclusive license to market the System at an exercise price of \$16 million CDN for a period of two years from the date of closing of the transaction contemplated by the letter of intent

The transactions are non-arms length in so far as Dan Pacholik, the President and a director of the Corporation, is also the President and a director and principal shareholder of RIGEL. Mr. Pacholik is also a director, 1/3 shareholder and officer of Greenview Financial Corp., which is an indirect minority shareholder of Wango World. Mr. Pacholik also holds an option to acquire shares in New Wave Technology Inc., the parent company of Wango World.

Item 6 Reliance on Section 118(2) of the Act

Not applicable.

Item 7 Omitted Information

Not applicable.

Item 8 Senior Officers

Daniel Pacholik, the President and a Director of the Issuer, is knowledgeable about this report. His business telephone number is (403) 219-3100.

Item 9 Statement of Senior Officer

The foregoing accurately discloses the material change referred to herein.

DATED at Calgary, Alberta the 19th day of April, 2000.

“signed”
Lenore Eaton
Corporate Secretary