

The Company records stock-based compensation in accordance with SFAS No. 123R "Share Based Payments", using the fair value method. The Company provides its officers, consultants, and directors stock options to purchase common stock of the Company on a discretionary basis. Generally, options are granted at exercise prices not less than the fair market value at the date of grant. As of June 30, 2009, the Company has granted 140,000 shares stock options to its director, consultant and top manager and the fair market value is \$24,836.

v) Advertising

Advertising is expensed as incurred and was \$ 4,158 for the three months ended June 30, 2009 and \$58,650 for the year ended March 31, 2009, respectively.

w) Recent Accounting Pronouncements

In December 2007, the FASB issued SFAS 141 (revised 2007), "Business Combinations". SFAS 141R is a revision to SFAS 141 and includes substantial changes to the acquisition method used to account for business combinations (formerly the "purchase accounting" method), including broadening the definition of a business, as well as revisions to accounting methods for contingent consideration and other contingencies related to the acquired business, accounting for transaction costs, and accounting for adjustments to provisional amounts recorded in connection with acquisitions.

In December 2007, the FASB issued SFAS 160, "Non-controlling Interests in Consolidated Financial Statements - an amendment of Accounting Research Bulletin No. 51, Consolidated Financial Statements" ("ARB 51"). This Statement amends ARB 51 to establish new standards that will govern the (1) accounting for and reporting of non-controlling interests in partially owned consolidated subsidiaries and (2) the loss of control of subsidiaries. SFAS 160 is effective for periods beginning after December 15, 2008. The Company is currently evaluating the requirements of SFAS 160.

In March 2008, the FASB issued SFAS 161, "Disclosures about Derivative Instruments and Hedging Activities". The new standard is intended to improve financial reporting about derivative instruments and hedging activities by requiring enhanced disclosures to enable investors to better understand their

effects on an entity's financial position, financial performance, and cash flows. It is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with early application encouraged.

In April 2008, the FASB issued FASB Staff Position (FSP) No. FAS 142-3, *Determination of Useful Life of Intangible Assets* ("FSP 142-3"). FSP 142-3 amends the factors that should be considered in developing the renewal or extension assumptions used to determine the useful life of a recognized intangible asset under SFAS 142, *Goodwill and Other Intangible Assets* (SFAS 142). The intent of this FSP is to improve the consistency between the useful life of an intangible asset determined under SFAS 142 and the period of expected cash flows used to measure the fair value of the asset under SFAS 141R. FSP 142-3 is effective for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years.

In May 2008, the FASB issued Statement of Financial Accounting Standards (SFAS) No. 162, *The Hierarchy of Generally Accepted Accounting Principles* (SFAS No. 162). SFAS No. 162 identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements.

In May 2008, the Financial Accounting Standards Board ("FASB") issued SFAS No. 163, "Accounting for Financial Guarantee Insurance Contracts-and interpretation of FASB Statement No. 60". SFAS No. 163 clarifies how Statement 60 applies to financial guarantee insurance contracts, including the recognition and measurement of premium revenue and claims liabilities. This statement also requires expanded disclosures about financial guarantee insurance contracts.

SFAS No. 163 is effective for fiscal years beginning on or after December 15, 2008, and interim periods within those years. SFAS

No. 163 has no effect on the Company's consolidated financial position, or their consolidated statements of operations, or consolidated cash flows at this time.

In June 2008, the FASB issued EITF No. 07-5, *"Determining Whether an Instrument (or Embedded Feature) Is Indexed to an Entity's Own Stock"*, which is effective for financial statements issued for fiscal years and interim periods beginning after December 15, 2008. EITF No.07-5 provides guidance for determining whether an equity-linked financial instrument (or embedded feature) is indexed to an entity's own stock.

Impact of New Accounting Standards

The Company does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position, or cash flow.

Note 2. Accounts Receivable and Trade and Common Stock Subscription Receivable

Accounts receivable as of June 30, 2009 consist of receivable from customer \$ 1,720 and \$ 130,439 of common stock subscription.

Note 3. Inventory

At June 30 and March 31, 2009, inventories consisted of:

	June 30, 2009	March 31, 2009
	-----	-----
Parts -----	\$ -0-	\$ -0-
Finished goods -----	57,892	55,167
	-----	-----
	57,892	55,167
Less: Reserve for slow moving inventory	-0-	-0-
	-----	-----

\$ 57,892 \$ 55,167

=====

Note 4. Other Assets

Other assets as at June 30, 2009 consist of \$4,566 of rental deposit.

Note 5. Property and Equipment

Fixed assets are summarized by classifications as follows

	June 30, 2009		March 31, 2009	
	Cost	Accumulated Amortization	Net Carrying Value	Net Carrying Value
	\$	\$	\$	\$
Furniture and equipment	3,810	1,461	2,349	2,460
Computer equipment	6,523	2,575	3,948	4,143
Customer software	545	293	252	273
Leasehold Improvement	16,377	1,228	15,149	14,350
	27,255	5,557	21,698	21,226

Note 6. Intangible Assets

Intangible assets amounted \$1,148,425 and \$1,034,627 as of June 30 and March 31, 2009, respectively and consist of incorporation cost of \$26,643 and software of \$1,121,782 acquired from Landmark Enterprise Group Inc., a related party in December 2006.

Note 7. Accounts Payable

As at June 30, 2009, accounts payable consists of amounts owing to Serena Wang \$2,672, Visa \$570 and government agency payable \$3,046 for the period of June 2009.

Note 8. Income Taxes

The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109,

"Accounting for Income Taxes" ("SFAS 109"). SFAS 109 requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statements and the tax basis of assets and liabilities, and for the expected future tax benefit to be derived from tax losses and tax credit carryforwards. SFAS 109 additionally requires the establishment of a valuation allowance to reflect the likelihood of realization of deferred tax assets. Realization of deferred tax assets is dependent upon future earnings, if any, of which the timing and amount are uncertain. Accordingly, the net deferred tax asset related to the Canada net operating loss carryforward has been fully offset by a valuation allowance. The Company is governed by the Income Tax Law of the Canadian government.

The Company has a net operating loss carry forward for tax purposes totaling approximately \$ 452,521 at June 30, 2009 . The net operating loss carries forwards for Canadian income taxes, which may be available to reduce future years' taxable income. These carry forwards will expire, if not utilize, through

2029. Management believes that the realization of the benefits from these losses appears uncertain due to the Company's continuing losses for income tax purposes. Accordingly, the Company has provided a 100% valuation allowance on the deferred tax asset benefit to reduce the asset to zero. Management will review this valuation allowance periodically and make adjustments as warranted.

Note 9. Related Party Transactions

As at June 30, 2009, amounts owing to the significant shareholder, Landmark, is nil. In December 2006, Company purchased certain software from Landmark Enterprise Group Inc. Its value was appraised by an independent third-party and more than its carrying cost. Payable to Serena Wang was \$ \$2,672 as noted in Note 7.

Note 10. Capital Stock

The company is authorized to issue unlimited shares of common stocks ;§C Class A and Class B, no par value share. As of June 30, 2009, the amount of voting common shares issued and outstanding are 33,180,000.

On December 18, 2006, the Company issued 10,000 shares of common stock for Research & Development expenditures rendered @CDN\$137.27 per share. (Unaudited Disclosure)

On June 28, 2009, Company entered in to an agreement and plan of reorganization (; ;ãagreement; ; ;À) by and among Dini Products, Inc. (; ;ãDINP; ; ;À) , a Nevada corporation whereas, each of the common share in the

Company was exchanged on a share for share basis so that after such exchange DINP has 33,180,000 shares of common stock issued and outstanding inclusive of 29,860,000 shares issued to the Company; ;s

stockholders. Upon execution of agreement , the Company has amended its name to ANV Security Group, Inc.

Note 11. Equity Compensation Plan

On October 1, 2008, the board of directors adopted the Company's Stock Option Plan. The Company has reserved 1,000,000 shares of common stock for issuance upon exercise of options granted from time to time under the stock option plan. The stock option plan is intended to assist the Company in securing and retaining key employees, directors and consultants by allowing them to participate in the Company's ownership and growth through the grant of

incentive and non-qualified options. Under the stock option plan, the Company may grant incentive stock options only to key employees and employee directors, or the Company may grant non-qualified options to employees, officers, directors and consultants. The stock option plan is currently administered by the Company's board of directors. Subject to the provisions of the stock option plan, the board will determine who shall receive options, the number of shares of common stock that may be purchased under the options.

Note 12. Foreign Currency Translation

Accounting for Canada ANV System Inc. and its subsidiary is conducted in Canadian currency. It converts figures on a period basis in accordance with FASB # 52. The functional currency is in Canadian currency. The Companies balance sheet as of June 30, 2009 was translated at period ended rate of 0.8598 (Canadian currency to US currency). Statements of operations and cash flows were reported on the weighted average for the three months ended June 30, 2009 as required by FASB # 52. at the rate of 0.8567 (Canadian currency to US currency).

Note 13. Operating Risk

(a) Concentration of credit risk

Financial instruments that potentially expose the Canada ANV Systems Inc. (the "Company" or "ANV") to concentration of credit risk consist primarily of cash, accounts and notes receivable. The Company places its cash with financial institutions with high credit ratings.

(b) Country risk

Revenues of the Company are mainly derived from the sale in Canada. The Company hopes to expand its operations to countries outside the Canada, however, such expansion has not been commenced and there are no assurances that the Company will be able to achieve such an expansion successfully. Therefore, a downturn or stagnation in the economic environment of Canada could have a material adverse effect on the Company's financial condition.

(c) Product risk

ANV might have to compete with larger companies who have greater funds available for expansion, marketing, research and development and the ability to attract more qualified personnel. There can be no assurance that ANV will remain competitive should this occur.

(d) Exchange risk

The Company cannot guarantee that the current exchange rate will remain steady, therefore there is a possibility that the Company could post the same amount of profit for two comparable periods and because of a fluctuating exchange rate actually post higher or lower profit depending on exchange rate of Canadian dollars converted to U.S. dollars on that date. The exchange rate could fluctuate depending on changes in the political and economic environments without notice.

(e) Key personnel risk

The Company's future success depends on the continued services of Mr. Wilson Wang, CEO and Matt Li, CTO. The loss of one of their service would be detrimental to the Company and could have an adverse effect on business development. The Company does not currently maintain key man insurance on their life but plan to implement in near future. Future success is also dependent on the ability to identify, hire, train and retain other qualified managerial and other employees.

Note 14. Segment Information

The following information is presented in accordance with SFAS No. 131, Disclosure about Segments of an Enterprise and Related Information. In the three months ended June 30, 2009, the Company operated in two reportable business segments - (1) sales of security devise and units (2) installation service and (3) monthly monitoring service.

The Company's reportable segments are strategic business units that offer different products. The Company's reportable segments, although integral to the success of the others, offer distinctly different products and services and require different types of management focus. As such, these segments are managed separately.

Note 15. Commitments and Contingencies

15.1 Lease Commitments

Company leases its office space and laboratory facility in Richmond, British Columbia which expires on January 15, 2010 and June 30, 2010, respectively. Its total monthly minimum rental is \$ 1,874.

The minimum obligations under such commitments for the years ending March 31 until its expiration are;

Year 2010.....\$ 20,300

Year 2011.....\$ 2,998

Rental expense for the three months ended June 30, 2009 was \$ 5,577.

15.2 Litigation

As per the Company, as of June 30, 2009, there are no actions, suits, proceedings or claims pending against or materially affecting the Company, which if adversely determined, would have a material adverse effect on the financial condition of ANV.

ITEM14. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS

None.

ITEM 15. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements. See Index to Financial Statements on page F-1.

(b) Exhibits:

Exhibit No.

Description

3.1

Articles of Incorporation, dated May 19, 1981

2.2

Articles of Amendment, dated July 12, 1988

2.3

Articles of Amendment, dated November 09, 1989

2.4

Certificate of Revival for a Nevada Corporation, dated September 10, 2007

2.5

Articles of Amendment, dated January 28, 2009

2.6

Articles of Amendment, dated June 23, 2009

2.7

Articles of Amendment, dated June 23, 2009

2.8

By i§CLaws

4.1

Form of Stock Certificate

9.1

Office Lease

9.2

Lab Lease

9.3

Services Agreement with Peer One

9.4

OEM Manufacturing Agreement

9.5

Form of Franchise Agreement

9.6

Form of Customer Agreement

9.7

Stock Purchase Agreement, dated may 22, 2009, by and among Canada ANV Systems Inc. its shareholders and the Company

22.1

Subsidiaries: Canada ANV Systems, Inc. a British Columbia, Canada Corporation

22.1

Consent of Stan J. H. Lee, CPA

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

ANV Security Group, Inc.

(Registrant)

/s/ Weixing Wang

Date: October 01, 2009

By: /s/ Weixing Wang

Name: Weixing Wang

Title: President and Chief Executive Officer

EXHIBIT 3.1

Filed Office of the Secretary
of State of the State of Nevada
May 29, 1981

ARTICLES OF INCORPORATION

We the undersigned natural persons of the ages of twenty one (21) or more, acting as incorporators of a corporation under the General Corporation Law of the State of Nevada, adopt the following articles of Incorporation:

Article I

NAME: The name of the corporation is BGS Energy Inc.

Article II

REGISTERED OFFICE AND AGENT: The address of the Corporation's principal office is 2050 Ellis Way, in the city of Elko, County of Elko, State of Nevada. The initial agent for service of process at that address will be Gateway Enterprises, Inc.

Article III

Purpose: The purposes for which the Corporation is organized are to engage in any activity or business not in conflict with the laws of the State of Nevada or of the United States of America, and without limiting the generality of the foregoing, specifically:

1. To have and to exercise all powers now or hereafter conferred by the laws of the State of Nevada upon corporations organized pursuant to the laws under which the corporation is organized and any all acts amendatory thereof and supplemental thereto.
2. To discount and negotiate promissory notes, drafts, bills of exchange, and other evidences of debts, and to collect for others money due then on notes, checks drafts, bills of exchange, commercial paper and other evidence of indebtedness.
3. To purchase or otherwise acquire, own, hold, lease, sell exchange, assign, transfer, mortgage, pledge, or otherwise dispose of, to guaranty, to invest, trade and deal with personal property of every class and description.
4. To enter into any type of contract or agreement, cooperative or profit sharing plan with its officer or employees that the corporation may deem advantageous or expedient or otherwise to reward or pay such persons for their services as the directors may deem fit.
5. To purchase lease or otherwise acquire, in whole or in part, the business, the good will, rights, franchises and property of every kind and to undertake the whole or any part of the assets or liabilities, of any person, firm, association, non-profit or profit corporation,

or own the property necessary or suitable for its purposes, and to pay the same in cash, in the stocks or bonds of this company or otherwise, to hold or in any manner dispose of the whole or any part of the business or property so acquired and to exercise all of the powers necessary or incidental to the conduct of such business.

6. To lend or borrow money and to negotiate and make loans, either on its own account or as agent, or broker for others.

7. To enter into, make, perform and carry out contracts of every kind and for any lawful purpose, without limit as to amount with any person, firm, association, cooperative profit or non-profit corporation, municipality, state or government or any subdivision, district or department thereof.

8. To buy, sell, exchange, negotiate, or otherwise deal in, or hypothecate securities, stocks, bonds, debentures, mortgages, notes or other collaterals or securities, created or issued by any corporation wherever organized, including this corporation, within such limits as may be provided by law, and while owner of such stocks or other collaterals to exercise all rights, powers and privileges of ownership, including the right to vote the same, to subscribe for stock in any corporation to be organized, other than to promote the organization thereof.

9. To purchase or otherwise acquire, own, hold, lease, sell, exchange, assign, transfer, mortgage, pledge, license, or otherwise dispose of any letters, patents, copyrights, or trademarks of every class and description.

10. To do any and all other such acts, things, business or businesses in any manner connected with or necessary, incidental, convenient or auxiliary to do any of these objects hereinbefore enumerated, or calculated, directly or indirectly, to promote the interests of the corporation, and in carrying on its purposes, or for the purpose of obtaining or furthering any of its businesses, to do any and all acts and things, and to exercise any and all other powers which a co-partner or natural person could do or exercise, and which now or hereafter may be authorized by law, and here or in any other part of the world.

11. The several clauses contained in this statement of powers shall be construed as both purposes and powers, and the statements contained in each of these clauses shall be in no way limited or restricted, by reference to or inference from, the terms of any other clauses, but shall be regarded as independent purposes and powers, and no recitations, expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to be exclusive, but it is hereby expressly declared that all other lawful powers not inconsistent herewith are hereby included.

ARTICLE V

STOCK: The aggregate number of shares which the corporation shall have the authority to issue is 100,000,000 shares at a par value of \$.0001 per share. All stock when issued shall be fully paid and non-assessable.

No holder of shares of the common stock of the corporation shall be entitled, as such, to any pre-emptive or preferential rights to subscribe to any unissued stock or other securities which the corporation may now or thereafter be authorized to issue. The board of directors of the corporation may, however, at its discretion, by resolution determine that any unissued securities of the corporation shall be offered for subscription solely to the holders of the common stock of the corporation or solely to the holders of any class or classes

of such stock, in such proportions based on stock ownership as said board of directors at its discretion may determine.

Each share of common stock shall be entitled to one vote at stockholders meetings, either in person or by proxy. Cumulative voting in election of directors and all other matters brought before stockholders meetings, whether annual or special, shall not be permitted.

ARTICLE VI.

STOCKHOLDERS MEETING: Meetings of the shareholders shall be held at such place within or without the State of Nevada as may be provided in the by-laws of the corporation. Special meetings of the shareholders may be called by the president or any other executive officer of the corporation, the board of directors, or any member thereof, or by the record holders of at least ten percent (10%) of all shares entitled to vote at the meeting. Any action otherwise required to be taken at a meeting of shareholders, except election of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by shareholders having at least a majority of the voting power.

ARTICLE VII

COMMENCING BUSINESS: The corporation shall not commence business until at least \$1,000 has been received by it as consideration for the issuance of shares.

ARTICLE VIII

STOCK RIGHTS: The Board of Directors shall have the authority to determine the classes and series of any subsequent stock issued by the corporation and the rights and preferences pertaining thereto.

ARTICLE IX

BOARD OF DIRECTORS: A majority of the board of directors shall be necessary to constitute a quorum, and, when so constituted, the board shall be authorized to transact such business as may be delegated to it by the stockholders and whenever the board of directors shall be so assembled and act as a board, either within or without the State of Nevada, any action taken shall be the action of the board of directors and shall be binding upon the corporation, provided that three days prior notice, given orally or in writing, of the time and place of the meeting and the nature of the business proposed to be transacted shall have been given to the entire board of directors, unless such notice be waived as hereinafter provided. Any director may waive notice of any meeting, and in the event of such waiver, notice shall be in writing or a written memorandum shall be made of an oral waiver of notice.

ARTICLE X

OFFICERS: The officers of the corporation shall consist of shall consist of a board of directors of not less than three nor more than twenty five. A chairman of the board of directors, a president, a vice president, a secretary and a treasurer who shall perform such duties and have such authority as usually pertains to such officers of a corporation or as may be prescribed by the board of directors from time to time.

QUALIFICATION OF OFFICERS: Officers and directors of the corporation need not be residents of the State of Nevada and

need not own shares of the corporation's stock. The secretary and treasurer may, but need not be the same person.

ELECTION: Directors shall be elected at the annual meeting of the shareholders, and the persons receiving the highest number of votes shall be declared duly elected, providing such numbers shall represent a majority of all votes cast. Within ten (10) days after the election, the directors shall meet and select a president, vice-president, secretary and treasurer.

TERM OF OFFICE: The term of office of all directors and officers shall be one year, provided that all directors and officers shall hold office until their successors are duly elected and qualified.

RESIGNATION OF OFFICERS: Any officer or director may resign by filing his written resignation with the secretary of the corporation, or in the case of the secretary, with the president of the corporation and upon acceptance thereof by the board of directors or if such board shall neglect to act upon such resignation within fourteen (14) days of receipt, the resignation shall be effective and the office shall be deemed vacant.

REMOVAL OF OFFICERS: Any officer or director of this corporation may be removed at any time without cause in the manner provided by the laws of the State of Nevada for the removal of such officer or director, or by a majority vote of the outstanding stock of the corporation at a special meeting of the stockholders called for that purpose as hereinafter provided.

VACANCIES: In the case of the death, disability, or resignation of any officer or director of the company, the remaining directors or director of the company, even though less than a quorum, shall fill vacancies for the unexpired term or terms.

ARTICLE XI

ORIGINAL DIRECTORS: The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

1. Shirrell W. Hughes 2929 Hillsden Drive, Salt Lake City, Utah 84117
2. Kelly H. Hunsaker 2323 Arbor Lane, Salt Lake City, Utah 84117
3. Carolyn N. Simpson 1926 East 6400 South, Salt Lake City, Utah 84121

ARTICLE XII

DURATION: The period of duration of the corporation shall be perpetual.

ARTICLE XIII

AMENDMENT: These articles of incorporation, by vote of not less than 50 per cent of the issued and outstanding capital stock of the corporation, may be deemed amended in any respect amendable at law at any meeting. A copy of the proposed amendment shall be given to the stockholders as provided in Article VI.

ARTICLE XIV

BY-LAWS: The board of directors of the corporation shall have authority to adopt such by-laws as may be deemed necessary or advisable for the management and transaction of business of the corporation provided that such by-laws are not in conflict with these

articles of incorporation or the constation of the State of Nevada.

ARTICLE XV

INCORPORATORS: The name and address of each incorporator is:

1. Shirrell W. Hughes 2929 Hillsden Drive, Salt Lake City, Utah 84117
2. Kelly H. Hunsaker 2323 Arbor Lane, Salt Lake City, Utah 84117
3. Carolyn N. Simpson 1926 East 6400 South, Salt Lake City, Utah 84121

IN WITNESS WHEREOF, the undersigned incorporators have hereunto affixed their signatures at Salt Lake City this 27th day of May 1981.

/s/ Shirrell W. Hughes

/s/ Kelly H. Hunsaker

/s/ Carolyn N. Simpson

State of Utah

County of Salt Lake

I, Clifford D. Hughes, a notary public, hereby certify that on the 27 day of May 1981, personally appeared before me Shirrell W. Hughes, Kelly H. Hunsaker and Carolyn N. Simpson who being by me, first duly worn, severally declared that they are the persons who signed the foregoing document as incorporators and theat the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal on the 27th day of May, 1981.

/S/ Clifford D. Hughes

Notary Public, Residing at

Salt Lake City, Utah

August 19, 1892

My Commission expires

EXHIBIT 3.2

Certificate of Amendment to the Articles of Incorporation of BGS Energy INC.

Pursuant to the provisions of the Nevada Business Corporation, the undersigned

Corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is BGS Energy Inc.

SECOND: The following amendments to the Articles of Incorporation was duly adopted by the shareholders of the corporation.

Article V of the Articles of Incorporation is hereby amended as follows:

The number of shares which the corporation shall have authority to issue is 500,000,000 shares at a par value of \$.001 per share. All stock when issued shall be fully paid and non-assessable.

The name of the Corporation is BGS Energy Inc.

THIRD: The foregoing Amendment to the Articles of Incorporation was adopted by the shareholders and Directors of the Corporation on the 27th day of June, 1988 in the manner prescribed by the laws of the State of Nevada.

FOURTH: The number of shares outstanding on said date was 100,000,000 shares and the number of shares entitled to vote was 100,000,000.

FIFTH: The number of shares voted for said Amendments was 60,000,000 shares and the number of shares voted against such Amendment was none.

SIXTH: No class was entitled to vote thereon as a class.

SEVENTH: The manner in which any exchange reclassification or cancellation of issued and outstanding shares provided here shall be effected as follows:

None

President & Director: Carlo Dini

Date: July 12, 1988

EXHIBIT 3.3

Articles of Amendment to the Articles of Incorporation of BGS Energy INC.

Pursuant to the provisions of the Nevada Business Corporation, the undersigned

Corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is BGS Energy Inc.

SECOND: The following amendments to the Articles of Incorporation was duly adopted by the shareholders of the corporation.

Article I of the Article of Incorporation is hereby amended as follows:

The name of the Corporation is Dini Products, Inc.

Article V of the Articles of Incorporation is hereby amended as follows:

The number of shares which the corporation shall have authority to issue is 25,000,000 shares at a par value of \$.005 per share. All stock when issued shall be fully paid and non-assessable.

THIRD: The foregoing Amendment to the Articles of Incorporation was adopted by the shareholders and Directors of the Corporation on the 6th day of November, 1989 in the manner prescribed by the laws of the State of Nevada.

FOURTH: The number of shares outstanding on said date was 500,000,000 shares and the number of shares entitled to vote was 500,000,000.

FIFTH: The number of shares voted for said Amendments was 423,000,000 shares and the number of shares voted against such Amendment was none.

SIXTH: No class was entitled to vote thereon as a class.

SEVENTH: The manner in which any exchange reclassification or cancellation of issued and outstanding shares provided here shall be effected as follows:

A 30 for 1 reverse stock split. Each share of old stock (par value \$0.001) is equal to 1/30 of a share par value \$.005 or 30 shares of old stock (par value \$0.001) equals 1 share of new stock par value of \$0.005.

President & Director: Carlo Dini

Secretary, Treasurer & Director: Alex Dini

Date: November 09, 1989

EXHIBIT 3.4

Certificate of Revival for a Nevada Corporation

(For Corporations Governed by NRS 78.730 and 81.010)

1. Name of corporation:

DINI PRODUCTS, INC. ENTITY NUMBER: C3654 -1981

2. Name and street address of corporation's resident agent:

CORPORATE SERVICES OF NEVADA RA#: 40693

502 NORTH DISION STREET, CARSON CITY, NEVADA 89703

3. Date when revival of charter is to commence or be effective, which may be, before the date of the certificate: MAY 29, 1991

4. Indicate whether or not the revival is to be perpetual, and, if not perpetual, the time for which the revival is to continue. The corporation's existence shall be:

PERPETUAL

5. Names and addresses of President, Secretary, Treasurer and Directors:

CARLO DINI

c/o 204 WEST SPEAR STREET, CARSON CITY, NV 809703

6. The undersigned declare that the corporation desires to revive its corporate charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapters 78 and/or 81.

7. The undersigned declare that they have obtained written consent of U1e stockholders of the corporation holding at least a majority of the voting power and that this consent was secured; furthermore, that they are the person(s) designated or appointed by the stockholders of the corporation to revive the corporation.

Signature:

Title

Date: September 10, 2007

Certificate of Change Pursuant

to NRS 78.209

Certificate of Change filed Pursuant to NRS 78.209

For Nevada Profit Corporations

1. Name of corporation:

Dini Products, Inc.

2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.

3. The current number of authorized shares and the par value, if any, of each class or series, if any, of shares before the change:

25,000,000 shares of common stock, par value \$.005 per share

4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:

100,000,000 shares of common stock, par value \$.001 per share

5. The number of shares of each affected class or series, if any, to be

issued after the change in exchange for each issued share of the same class or series:

None.

6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:

None.

7. Effective date of filing (optional): 1/28/2009

(must not be later than 90 days after the **certificate** is filed)

8. Officer Signature: /s/ Haining Zhang, President

Signature

Title

EXHIBIT 3.6

DEAN HELLER

Secretary of State

204 North Carson Street, Suite 1

Carson City, Nevada 89701-4299

(775) 684 5708 Website: secretaryofstate.biz **Certificate of Amendment**

(PURSUANT TO NRS 78.385 and 78.390)

Important: Read attached instructions before completing form. ABOVE

Edgar Filing: ANV SECURITY GROUP INC. - Form 10-12G
SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation

For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation: Dini Products, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

The name of the company is changed to: ANV Security Group, Inc.

3. The vote by which the stockholders holding shares in the

corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the **amendment** is:

4. Effective date of filing (optional): June 22, 2009

(must not be later than 90 days after the **certificate** is filed)

5. Officer Signature (required):

/s/ Haining Zhang

*If any proposed **amendment** would alter or change any preference or

any relative or other right given to any class or series of outstanding shares, then the **amendment** must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of

the voting power of each class or series affected by the **amendment** regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

EXHIBIT 3.7

EXHIBIT

Certificate of Change Pursuant
to NRS 78.209

Certificate of Change filed Pursuant to NRS 78.209
For Nevada Profit Corporations

1. Name of corporation:

ANV Security Group, Inc. (originally called Dini Products, Inc.)

2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.

3. The current number of authorized shares and the par value, if any, of each class or series, if any, of shares before the change:

100,000,000 shares of common stock, par value \$.001 per share

4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:

100,000,000 shares of common stock, par value \$.001 per share

5. The number of shares of each affected class or series, if any, to be

issued after the change in exchange for each issued share of the same class or series:

One for 66.8 reverse split of the common stock. After the reverse merger split, the total outstanding of the common stock is reduced to 251,830 shares.

6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:

Fractional shares shall be rounded up to the nearest whole share.

7. Effective date of filing (optional): June 22, 2009

(must not be later than 90 days after the **certificate** is filed)

8. Officer Signature: /s/ Haining Zhang, President

Signature

Title

Exhibit 3.8

BYLAWS

OF

ANV SECURITY GROUP, INC..

(A NEVADA CORPORATION)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Nevada shall be in the City of Reno, State of Nevada.

Section 2. Other Offices. The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

CORPORATE SEAL

If the corporation has a corporate seal, it shall consist of a die bearing the name of the corporation and the inscription, "Corporate Seal-Nevada." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The existence and use of a corporate seal is optional. Nonuse of a seal shall not in any way affect the legality of any document to which the corporation is a party.

ARTICLE III

STOCKHOLDERS' MEETINGS

Section 1. Place of Meetings. Meetings of the stockholders of the corporation shall be held at such place, either within or without the State of Nevada, as may be designated from time to time by the Board of Directors, or, if not so designated, then at the office of the corporation required to be maintained pursuant to Section 2 hereof.

Section 2. Annual Meetings. (a) The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Failure to hold an annual meeting shall not work to dissolve the corporation or pierce the corporate veil other than as required by applicable law. If directors are not elected during any calendar year, the corporation shall not for that reason be dissolved, but every director shall continue to hold office and discharge his duties until his or her successor has been elected.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be: (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (C) otherwise properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation not later than the close of business on the sixtieth (60th) day nor earlier than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting has been changed by more than thirty (30) days from the date contemplated at the time of the previous year's proxy statement, notice by the stockholder to be timely must be so received not earlier than the close of business on the ninetieth (90th) day prior to such annual meeting and not later than the close of business on the later of the sixtieth (60th) day prior to such annual meeting or, in the event public announcement of the date of such annual meeting is first made by the corporation fewer than seventy (70) days prior to the date of such annual meeting, the close of business on the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the corporation. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the corporation's books, of the stockholder proposing such business, (iii) the class and number of shares of the corporation which are beneficially owned by the stockholder, (iv) any material interest of the stockholder in such business and (v) any other information that is required to be provided by the stockholder pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act"), in his capacity as a proponent to a stockholder proposal. Notwithstanding the foregoing, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholder's meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this paragraph (b). The chairman of the annual meeting shall, if the facts warrant, determine and declare at the meeting that business was not properly brought before the meeting and in accordance with the provisions of this paragraph (b), and, if he should so determine, he shall so declare at the meeting that any such business not properly brought before the meeting shall not be transacted.

(c) Only persons who are confirmed in accordance with the procedures set forth in this paragraph (c) shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the corporation may be made at a meeting of stockholders by or at the direction of the Board of Directors or by any stockholder of the corporation entitled to vote in the election of directors at the meeting who complies with the notice procedures set forth in this paragraph (c). Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the corporation in accordance with the provisions of paragraph (b) of this Section 5. Such stockholder's notice shall set forth (i) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a director: (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) the class and number of shares of the corporation which are beneficially owned by such person, (D) a

description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder, and (E) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the 1934 Act (including without limitation such person's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and (ii) as to such stockholder giving notice, the information required to be provided pursuant to paragraph (b) of this Section 5. At the request of the Board of Directors, any person nominated by a stockholder for election as a director shall furnish to the Secretary of the corporation that information required to be set forth in the stockholder's notice of nomination which pertains to the nominee. No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth in this paragraph (c). The chairman of the meeting shall, if the facts warrant, determine and declare at the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare at the meeting, and the defective nomination shall be disregarded.

(d) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

Section 3. Special Meetings. (a) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption), and shall be held at such place, on such date, and at such time as the Board of Directors, shall determine.

(b) If a special meeting is called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. If the notice is not given within sixty (60) days after the receipt of the request, the person or persons requesting the meeting may set the time and place of the meeting and give the notice. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

Section 4. Notice of Meetings. Except as otherwise provided by law or the Articles of Incorporation, written notice of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, date and hour and purpose or purposes of the meeting. Notice of the time, place and purpose of any meeting of stockholders may be

waived in writing, signed by the person entitled to notice thereof, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 5. Quorum. At all meetings of stockholders, except where a greater requirement is provided by statute or by the Articles of Incorporation, or by these Bylaws, the presence, in person or by proxy duly authorized, of the holder or holders of a majority of the outstanding shares of the corporation's common voting stock shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, all action taken by the holders of a majority of the votes cast, excluding abstentions, at any meeting at which a quorum is present shall be valid and binding upon the corporation; provided, however, that directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Articles of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter and, except where otherwise provided by the statute or by the Articles of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of the votes cast, including abstentions, by the holders of shares of such class or classes or series shall be the act of such class or classes or series.

Section 6. Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares casting votes, excluding abstentions. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 7. Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person or by an agent or agents authorized by a proxy granted in accordance with Nevada law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

Section 8. Joint Owners of Stock. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by

the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, his act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally. If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 9. List of Stockholders. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the

stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 10. Action Without Meeting. Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if a written consent thereto is signed by stockholders holding at least a majority of the voting power, except that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required.

Section 11. Organization. (a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV

DIRECTORS

Section 1. Number and Qualification. The authorized number of directors of the corporation shall be not less than one (1) nor more than ten (10) as fixed from time to time by resolution of the Board of Directors; provided that no decrease in the number of directors shall shorten the term of any incumbent directors. Directors need not be

stockholders unless so required by the Articles of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these Bylaws.

Section 2. Powers. The powers of the corporation shall be exercised, its business conducted and its property controlled by the Board of Directors, except as may be otherwise provided by statute or by the Articles of Incorporation.

Section 3. Election and Term of Office of Directors. Members of the Board of Directors shall hold office for the terms specified in the Articles of Incorporation, as it may be amended from time to time, and until their successors have been elected as provided in the Articles of Incorporation.

Section 4. Vacancies. Unless otherwise provided in the Articles of Incorporation, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholder vote, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal or resignation of any director.

Section 5. Resignation. Any director may resign at any time by delivering his written resignation to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office for the unexpired portion of the term of the director whose place shall be vacated and until his successor shall have been duly elected and qualified.

Section 6. Removal. Subject to the Articles of Incorporation, any director may be removed by:

(a) the affirmative vote of the holders of a majority of the outstanding shares of the Corporation then entitled to vote, with or without cause; or

(b) the affirmative and unanimous vote of a majority of the directors of the Corporation, with the exception of the vote of the directors to be removed, with or without cause.

Section 7. Meetings. (a) Annual Meetings. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of stockholders and at the place where such meeting is held. No notice of an annual meeting of the Board of Directors shall be necessary and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.

(b) Regular Meetings. Except as hereinafter otherwise provided, regular meetings of the Board of Directors shall be held in the office of the corporation required to be maintained pursuant to Section 2 hereof. Unless otherwise restricted by the Articles of Incorporation, regular meetings of the Board of Directors may also be held at any place

within or without the state of Nevada which has been designated by resolution of the Board of Directors or the written consent of all directors.

(c) Special Meetings. Unless otherwise restricted by the Articles of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the

State of Nevada whenever called by the Chairman of the Board, the President or any two of the directors.

(d) Telephone Meetings. Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) Notice of Meetings. Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, facsimile, telegraph or telex, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting, or sent in writing to each director by first class mail, charges prepaid, at least three (3) days before the date of the meeting. Notice of any meeting may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(f) Waiver of Notice. The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present shall sign a written waiver of notice. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Quorum and Voting. (a) Unless the Articles of Incorporation requires a greater number and except with respect to indemnification questions arising the sections and articles hereof relating to indemnification, for which a quorum shall be one-third of the exact number of directors fixed from time to time in accordance with the Articles of Incorporation, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Articles of Incorporation provided, however, at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Articles of Incorporation or these Bylaws.

Section 9. Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and such writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 10. Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefore.

Section 11. Committees. (a) Executive Committee. The Board of Directors may by resolution passed by a majority of the whole Board of Directors appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and

affairs of the corporation, including without limitation the power or authority to declare a dividend, to authorize the issuance of stock and to adopt a certificate of ownership and merger, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Articles of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the bylaws of the corporation.

(b) Other Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, from time to time appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall such committee have the powers denied to the Executive Committee in these Bylaws.

(c) Term. Each member of a committee of the Board of Directors shall serve a term on the committee coexistent with such member's term on the Board of Directors. The Board of Directors, subject to the provisions of subsections (a) or (b) of this Bylaw may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Meetings. Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 11 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of written notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 12. Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or if the President is absent, the most senior Vice President, or, in the absence of any such officer, a chairman of the meeting chosen by a majority of

the directors present, shall preside over the meeting. The Secretary, or in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

Section 1. Officers Designated. The officers of the corporation shall include the President, the Secretary, and the Treasurer. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 2. Tenure and Duties of Officers. (a) General. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) Duties of the President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. Unless some other officer has been elected Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(c) Duties of the Secretary. The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties given him in these Bylaws and other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(d) Duties of the Treasurer. The Treasurer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the President. The Treasurer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Treasurer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 3. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

Section 5. Removal. Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 1. Execution of Corporate Instrument. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, promissory notes, deeds of trust, mortgages and other evidences of indebtedness of the corporation, and other corporate instruments or documents requiring the corporate seal, and certificates of shares of stock owned by the corporation, shall be executed, signed or endorsed by the Chairman of the Board of Directors, or the President or any Vice President, and by the Secretary or Treasurer or any Assistant Secretary or Assistant Treasurer. All other instruments and documents requiring the corporate signature, but not requiring the corporate seal, may be executed as aforesaid or in such other manner as may be directed by the Board of Directors.

All checks and drafts drawn on banks or other depositories on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 2. Voting of Securities Owned by the Corporation. All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

Section 1. Form and Execution of Certificates. Certificates for the shares of stock of the corporation shall be in such form as is consistent with the Articles of Incorporation and applicable law. Every holder of stock in the corporation shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. Each certificate shall state upon the face or back thereof, in full or in summary, all of the powers, designations, preferences, and rights, and the limitations or restrictions of the shares authorized to be issued or shall, except as otherwise required by law, set forth on the face or back a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section or otherwise required by law or with respect to this section a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 2. Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 3. Transfers. (a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the General Corporation Law of Nevada.

Section 4. Fixing Record Dates. (a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of

such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is filed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE VIII

OTHER SECURITIES OF THE CORPORATION

Execution of Other Securities. All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 34), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX

DIVIDENDS

Section 1. Declaration of Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 2. Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION

(a) Director Immunity. Directors and officers will be immune from monetary liabilities to the fullest extent not prohibited by Nevada law. Excepted from that immunity are:

* a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director has a material conflict of interest;

* a violation of criminal law unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful;

* a transaction from which the director derived an improper personal profit; and

* willful misconduct.

(b) Directors and Officers. The corporation will indemnify its directors, officers and agents to the fullest extent not prohibited by Nevada law; provided, however, that the corporation may modify the extent of such indemnification by individual contracts with its directors, officers and agents; and, provided, further, that the corporation shall not be required to indemnify any director, officer or agent in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under Nevada law or (iv) such

indemnification is required to be made pursuant to these Bylaws.

(c) Expenses. The corporation will advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer, of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under these Bylaws.

No advance shall be made by the corporation to an officer of the corporation (except by reason of the fact that such officer is or was a director of the corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

ARTICLE XII

NOTICES

Section 1. Notice to Stockholders. Whenever, under any provisions of these Bylaws, notice is required to be given to any stockholder, it shall be given in writing, timely and duly deposited in the United States mail, postage prepaid, and addressed to his last known post office address as shown by the stock record of the corporation or its transfer agent.

Section 2. Notice to directors. Any notice required to be given to any director may be given by the method stated in subsection (a), or by facsimile, telex or telegram, except that such notice other than one which is delivered personally shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

Section 3. Affidavit of Mailing. An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be

prima facie evidence of the facts therein contained.

Section 4. Time and Methods of Notices. All notices given by mail, as above provided, shall be deemed to have been given as at the time of mailing, and all notices given by facsimile, telex or telegram shall be deemed to have been given as of the sending time recorded at time of transmission. It shall not be necessary that the same method of giving notice be employed in respect of all directors, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

Section 5. Failure to Receive Notice. The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent him in the manner above provided, shall not be affected or extended in any manner by the failure of such stockholder or such director to receive such notice.

Section 6. Notice to Person with Undeliverable Address. Whenever notice is required to be given, under any provision of law or the Articles of Incorporation or Bylaws of the corporation, to any stockholder to whom (i) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such person during the period between such two consecutive annual meetings, or (ii) all, and at least two, payments (if sent by first class mail) of dividends or interest on securities during a twelve-month period, have been mailed addressed to such person at his address as shown on the records of the corporation and have been returned undeliverable, the giving of such notice to such person shall not be required. Any action or meeting which shall be taken or held without notice to such person shall have the same force and effect as if such notice had been duly given. If any such person shall deliver to the corporation a written notice setting forth his then current address, the requirement that notice be given to such person shall be reinstated. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the Nevada General Corporation Law, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to this paragraph.

ARTICLE XII

AMENDMENTS

The Board of Directors and the shareholders shall have the power to adopt, amend, or repeal these Bylaws, provided however, that no Bylaw adopted by the shareholders shall be repealed or modified by the directors for a period of at least two years.

EXHIBIT 4.1

Par Value \$.001

Number

Shares

ANV SECURITY GROUP, INC.

Incorporated under the laws of Nevada

CUSIP 03735L109

This certifies that _____ is the

registered holder of _____ Shares

fully paid and non-assessable shares of the common stock of

ANV Security Group, Inc.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this ____ day of _____ A.D. 20 _

SECRETARY

PRESIDENT

CORPORATE SEAL

Jersey Transfer and Trust Co

201 Bloomfield Avenue

Verona, New Jersey 07044

Exhibit 10.1

Commercial Lease Agreement

THIS LEASE (this "Lease") dated this 8th day of January, 2008 BETWEEN:

YING JUN TAN of 1445 WEST BROADWAY, VANCOUVER, BC, V6H1H6 and GUANG HUA LIANG of 1445 WEST BROADWAY, VANCOUVER, BC, V6H1H6 Telephone: 778-883-7684 Fax: _____
(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

CANADA ANV SYSTEM INC. of 1702-5933 COONEY ROAD, RICHMOND, BC, V6X4H3 Telephone: 604-296-6026 Fax: 604-295-6027 (the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1.

The Landlord agrees to rent to the Tenant the office space municipally described as 2/F, 2105-11871 HORSESHOE WAY, RICHMOND, BC, V7A 5J6, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): OFFICE AND STORAGE. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

2.

No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

3.

Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the "Parking") on or about the Premises: TWO PARKINGS. Only properly insured motor vehicles may be parked in the Tenant's space.

4.

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following fixtures and leasehold improvements: INCLUDE: WATER, ELECTRICITY, HEAT, THREE USED DESKS, CARPETS. Term

5.

The term of the Lease is for ONE years to commence at 12:00 noon on JANUARY 15, 2008.

6.

Upon 30 DAYS notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

7.

Upon 30 DAYS notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 DAYS notice.

8.

Notwithstanding that the term of this Lease commences on JANUARY 15, 2008, the Tenant is entitled to possession of the Premises at 12:00 noon on JANUARY 10, 2008. Rent

9.

Subject to the provisions of this Lease, the Tenant will pay a rent of \$1,000.00 per month for the Premises, which includes a monthly charge for the Parking. The Rent also includes the GST and property tax.

10.

The Tenant will pay the Base Rent on or before the FIRST of each and every month of the term of this Lease to the Landlord at 2105-11871 HORSESHOE WAY, RICHMOND, BC, V7A 5J6, or at such other place as the Landlord may later designate.

11.

The Tenant will be charged an additional amount of 5% PER MONTH of the Rent for any late payment of Rent. Use and Occupation

12.

The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of CANADA ANV SYSTEM INC. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them. **Security Deposit**

14.

On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$2,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

15.

The Tenant may not use the Security Deposit as payment for the Rent.

16.

Within FIVE DAYS after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 1702-5933 COONEY ROAD, RICHMOND, BC, V6X4H3, or at such other place as the Tenant may advise. **Quiet Enjoyment**

17.

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term. **Distress**

18.

If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress. **Overholding**

19.

If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

20.

If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises. **Additional Rights on Reentry**

21.

If the Landlord reenters the Premises or terminates this Lease, then:

a.

notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b.

the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c.

the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d.

in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e.

the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises; and

f.

after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g.

after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h.

the Tenant will pay to the Landlord on demand:

i.

all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii.

reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii.

as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

i.

an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii.

an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections

22.

Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

23.

At all reasonable times during the Term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon 24 hours notice to the Tenant. **Renewal of Lease**

24.

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause. **Tenant Improvements**

25.

The Tenant will obtain written permission from the Landlord before doing any of the following:

a.

applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

b.

painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

c.

removing or adding walls, or performing any structural alterations;

d.

installing a waterbed(s);

e.

changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

f.

placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

g.

affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Charges

26.

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer. The Landlord will also pay for the following: STRATA FEE.

27.

The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, telephone, Internet and cable. **Insurance**

28.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

29.

The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

30.

The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

31.

The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

32.

The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.**Attorney Fees**

33.

In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.**Governing Law**

34.

It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.**Severability**

35.

If there is a conflict between any provision of this Lease and the applicable legislation of the Province of British Columbia (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.**Assignment and Subletting**

36.

Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.**Additional Provisions**

37.

TENANT CAN INSTALL COMPANY LOGO AND NAME ON THE GATE AND OUTDOOR WALL WITH THE STRATA COMPANY CONSENT.**Maintenance**

38.

The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

39.

The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises. **Care and Use of Premises**

40.

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

41.

Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

42.

The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

43.

The Tenant will not engage in any illegal trade or activity on or about the Premises.

44.

The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

45.

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. **Hazardous Materials**

46.

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. **Rules and Regulations**

47.

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises. **General Provisions**

48.

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or

breach.

49.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

50.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

51.

Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF YING JUN TAN and GUANG HUA LIANG have duly affixed their signatures and CANADA ANV SYSTEM INC. has duly affixed its signature by a duly authorized officer under seal on this 8th day of January, 2008.

Exhibit 10.2

Lab Lease Agreement

THIS LEASE (this "Lease") dated this 15th day of June, 2008BETWEEN:

KENWINN PRODUCTS LTD. of #410 N tower, 650 W 41st Ave.

Vancouver, BC, V5Z2M9

Telephone: 778-883-7684

(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

CANADA ANV SYSTEM INC. of 2105-11871 Horseshoe Way ROAD, RICHMOND,BC,V7A5H5

Telephone: 604-296-6026

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

52.

The Landlord agrees to rent to the Tenant the office space municipally described as 2/F,# 1115-11871 HORSESHOE WAY,RICHMOND,BC,V7A 5H5, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): LAB AND STORAGE. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

53.

No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

54.

Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the "Parking") on or about the Premises: ONE PARKINGS. Only properly insured motor vehicles may be parked in the Tenant's space.

55.

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following fixtures and leasehold improvements: INCLUDE: WATER, ELECTRICITY, HEAT, CARPETS. Term

56.

The term of the Lease is for Two years to commence at 12:00 noon on JUNE 15, 2008.

57.

Upon 30 DAYS notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

58.

Upon 30 DAYS notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 DAYS notice.

59.

Notwithstanding that the term of this Lease commences on JUNE 15, 2008, the Tenant is entitled to possession of the Premises at 12:00 noon on JUNE 10, 2008. Rent

60.

Subject to the provisions of this Lease, the Tenant will pay a rent of \$1,100.00 per month for the Premises, which includes a monthly charge for the Parking. The Rent also includes the GST and property tax.

61.

The Tenant will pay the Base Rent on or before the FIRST of each and every month of the term of this Lease to the Landlord at 1115-11871 HORSESHOE WAY, RICHMOND, BC, V7A 5H5, or at such other place as the Landlord may later designate.

62.

The Tenant will be charged an additional amount of 5% PER MONTH of the Rent for any late payment of Rent. **Use and Occupation**

63.

The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of CANADA ANV SYSTEM INC. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

64.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.**Security Deposit**

65.

On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$2,200.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

66.

The Tenant may not use the Security Deposit as payment for the Rent.

67.

Within FIVE DAYS after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 2105-11871 Horseshoe way, RICHMOND,BC,V7A5H5, or at such other place as the Tenant may advise.**Quiet Enjoyment**

68.

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.**Distress**

69.

If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.**Overholding**

70.

If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

71.

If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions

of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the

Premises. **Additional Rights on Reentry**

72.

If the Landlord reenters the Premises or terminates this Lease, then:

a.

notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b.

the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c.

the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d.

in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e.

the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises; and

f.

after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g.

after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h.

the Tenant will pay to the Landlord on demand:

i.

all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii.

reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii.

as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

i.

an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii.

an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections

73.

Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

74.

At all reasonable times during the Term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon 24 hours notice to the Tenant.**Renewal of Lease**

75.

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.**Tenant Improvements**

76.

The Tenant will obtain written permission from the Landlord before doing any of the following:

a.

applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

b.

painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

c.

removing or adding walls, or performing any structural alterations;

d.

installing a waterbed(s);

e.

changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

f.

placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

g.

affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Charges

77.

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer. The Landlord will also pay for the following: STRATA FEE.

78.

The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, telephone, Internet and cable. **Insurance**

79.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

80.

The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

81.

The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

82.

The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

83.

The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance. **Attorney Fees**

84.

In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees. **Governing Law**

85.

It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted. **Severability**

86.

If there is a conflict between any provision of this Lease and the applicable legislation of the Province of British Columbia (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease. **Assignment and Subletting**

87.

Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent

of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease. **Additional Provisions**

88.

TENANT CAN INSTALL COMPANY LOGO AND NAME ON THE GATE AND OUTDOOR WALL WITH THE STRATA COMPANY CONSENT.

Maintenance

89.

The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

90.

The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises. **Care and Use of Premises**

91.

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

92.

Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

93.

The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

94.

The Tenant will not engage in any illegal trade or activity on or about the Premises.

95.

The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

96.

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. **Hazardous Materials**

97.

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. **Rules and Regulations**

98.

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises. **General Provisions**

99.

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

100.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

101.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

102.

Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF KENWINN PRODUCTS LTD. have duly affixed their signatures and CANADA ANV SYSTEMS INC. has duly affixed its signature by a duly authorized officer under seal on this 10th day of June, 2008.

Exhibit 10.2

Lab Lease Agreement

THIS LEASE (this "Lease") dated this 15th day of June, 2008 BETWEEN:

KENWINN PRODUCTS LTD. of #410 N tower, 650 W 41st Ave.

Vancouver, BC, V5Z2M9

Telephone: 778-883-7684

(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

CANADA ANV SYSTEM INC. of 2105-11871 Horseshoe Way ROAD, RICHMOND, BC, V7A5H5

Telephone: 604-296-6026

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

103.

The Landlord agrees to rent to the Tenant the office space municipally described as 2/F, # 1115-11871 HORSESHOE WAY, RICHMOND, BC, V7A 5H5, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): LAB AND STORAGE. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

104.

No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

105.

Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the "Parking") on or about the Premises: ONE PARKINGS. Only properly insured motor vehicles may be parked in the Tenant's space.

106.

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following fixtures and leasehold improvements: INCLUDE: WATER, ELECTRICITY, HEAT, CARPETS. Term

107.

The term of the Lease is for Two years to commence at 12:00 noon on JUNE 15, 2008.

108.

Upon 30 DAYS notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

109.

Upon 30 DAYS notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 DAYS notice.

110.

Notwithstanding that the term of this Lease commences on JUNE 15, 2008, the Tenant is entitled to possession of the Premises at 12:00 noon on JUNE 10, 2008. Rent

111.

Subject to the provisions of this Lease, the Tenant will pay a rent of \$1,100.00 per month for the Premises, which includes a monthly charge for the Parking. The Rent also includes the GST and property tax.

112.

The Tenant will pay the Base Rent on or before the FIRST of each and every month of the term of this Lease to the Landlord at 1115-11871 HORSESHOE WAY, RICHMOND, BC, V7A 5H5, or at such other place as the Landlord may later designate.

113.

The Tenant will be charged an additional amount of 5% PER MONTH of the Rent for any late payment of Rent. **Use and Occupation**

114.

The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of CANADA ANV SYSTEM INC. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

115.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.**Security Deposit**

116.

On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$2,200.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

117.

The Tenant may not use the Security Deposit as payment for the Rent.

118.

Within FIVE DAYS after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 2105-11871 Horseshoe way, RICHMOND,BC,V7A5H5, or at such other place as the Tenant may advise.**Quiet Enjoyment**

119.

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.**Distress**

120.

If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.**Overholding**

121.

If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

122.

If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions

of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the

Premises. **Additional Rights on Reentry**

123.

If the Landlord reenters the Premises or terminates this Lease, then:

a.

notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b.

the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c.

the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d.

in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e.

the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises; and

f.

after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g.

after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h.

the Tenant will pay to the Landlord on demand:

i.

all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii.

reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii.

as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

i.

an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii.

an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections

124.

Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

125.

At all reasonable times during the Term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon 24 hours notice to the Tenant.**Renewal of Lease**

126.

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.**Tenant Improvements**

127.

The Tenant will obtain written permission from the Landlord before doing any of the following:

a.

applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

b.

painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

c.

removing or adding walls, or performing any structural alterations;

d.

installing a waterbed(s);

e.

changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

f.

placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

g.

affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Charges

128.

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer. The Landlord will also pay for the following: STRATA FEE.

129.

The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, telephone, Internet and cable. **Insurance**

130.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

131.

The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

132.

The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

133.

The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

134.

The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance. **Attorney Fees**

135.

In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees. **Governing Law**

136.

It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted. **Severability**

137.

If there is a conflict between any provision of this Lease and the applicable legislation of the Province of British Columbia (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease. **Assignment and Subletting**

138.

Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent

of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.**Additional Provisions**

139.

TENANT CAN INSTALL COMPANY LOGO AND NAME ON THE GATE AND OUTDOOR WALL WITH THE STRATA COMPANY CONSENT.

Maintenance

140.

The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

141.

The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises. **Care and Use of Premises**

142.

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

143.

Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

144.

The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

145.

The Tenant will not engage in any illegal trade or activity on or about the Premises.

146.

The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

147.

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. **Hazardous Materials**

148.

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. **Rules and Regulations**

149.

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises. **General Provisions**

150.

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

151.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

152.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

153.

Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF KENWINN PRODUCTS LTD. have duly affixed their signatures and CANADA ANV SYSTEMS INC. has duly affixed its signature by a duly authorized officer under seal on this 10th day of June, 2008.

Exhibit 10.3

Co-location and Bandwidth Services Contract

This Co-location and Bandwidth Services Contract (the "Contract") by and between:

PEER 1 NETWORK ENTERPRISES, INC.

CANADA ANV SYSTEMS INC.

"PEER 1" "Customer"

Address: Suite 1000 555 W. Hastings St

Address: 1702 5933 Cooney Rd.,

Vancouver, BC V6B 4N5

Richmond, BC V6X 4H3

Contact: Delynn O'Sullivan

Contact: Wilson Wang

Telephone: 604 683 7747 ext 1103

Telephone: 604 295 6026

Fax: 604 683 4634

Fax: 604 296 6027

Email: dosullivan@peer1.com

Email: wilson@anvsystem.com

With respect to co-location of certain of Customer's equipment (the "Equipment" described on Schedule 2) in the premises described on the attached Service Schedule (the "Premises"). This Contract (which includes and incorporates by reference Schedule 1 and Schedule 2 attached and any Service Contract Addendums) sets forth the terms under which the parties agree that PEER 1 will provide certain services to Customer according to the following specifications:

GENERAL TERMS AND CONDITIONS

1. Services.

PEER 1 agrees to supply the services in accordance with the terms of this Contract. Customer agrees to receive the services from PEER 1 in accordance with the terms of this Contract.

2. Other Services.

Upon request by Customer PEER 1 may, at its option, provide Customer with technical and non-technical support, such as equipment reboots, troubleshooting, DNS and other support ("Other Services"), in connection with Customer's use of the customer space and bandwidth services.

3. Effective Date:

The effective date shall be _____ (the date noted in Schedule 1) or the date the Customer connects to PEER 1, whichever is first (hereafter called the "Effective Date").

4. Term.

The term of this Contract will commence on the Effective Date and will continue thereafter for the term specified in the service table (attached hereto as Schedule 1), unless terminated by either party as permitted by this Contract. This Contract shall automatically renew for a period of subsequent one (1) year periods unless written notice is provided by either party to the other at least 60 days prior to the expiration date, in which case the Contract will expire on said expiration date.

5. Payment.

5.1 Customer will pay PEER 1 the one-time install fees and recurring monthly fees specified in the service table, as well as any charges for other services and the cost (on an estimated or actual basis) of supplying electrical power to the Customer Space in excess of 3.75 amps for octals, 7.5 amps for quarter cabinets, or 15 amps for half, full or custom cages (the "Additional Power"). Upon 30 days or greater written notice prior to the end of the term, PEER 1 may change any fees

payable under this Contract. Customer will pay all taxes levied against or upon the services stipulated in the service table (as amended by the parties from time to time) or otherwise provided by PEER 1 under this Contract (not including taxes based on PEER 1's income).

5.2 All one-time install fees will be payable in advance. All recurring monthly fees will be payable monthly in advance. Monthly fees for internet traffic and charges for other services, which are not billed as recurring monthly fees, will be payable monthly in arrears.

5.3 Except for the first payment shown in the service table, which must be paid by Customer to PEER 1 before commencement of the term, all amounts will be payable on the 15th of the month in which an invoice is received. Customer will pay by pre-authorized payment to a Customer credit card, or by cheque of immediately available funds remitted to PEER 1 at the following address:

PEER 1

PO Box 6455 Stn Terminal,

Vancouver, BC, V6B 6R3

5.4 Any payment not made when due will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%).

5.5 If Customer's traffic usage fails to meet or exceed the amount specified as the minimum commitment in the bandwidth pricing section of the service table of this Contract, Customer will be billed for the amount of the minimum commitment.

5.6 PEER 1 reserves the right to require a refundable security deposit, the amount of which will not exceed the total amount of 3 month's reoccurring charges.

6. Termination.

Either party may terminate this Contract on 30 days written notice if the other party becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing. PEER 1 may terminate this Contract on 30 days written notice if the Customer commits a material default. In the event of non-payment, PEER 1 in its sole discretion, has the right to immediately terminate the Contract without notice, PROVIDED, however, that the provisions of section 27 survive the Co-location and Bandwidth Contract - Canadian termination of this Contract.

7. If Customer is in Default.

If Customer is in default of any of its obligations under this Contract, then PEER 1 may in its sole discretion do any or all of the following: (i) without notice suspend access to the Customer Space or the Premises, (ii) if Customer's default is nonpayment of any sums due to PEER 1, exercise all the rights and remedies available under applicable law including, in accordance with section 24 herein, and (iii) if PEER 1 terminates this Contract in accordance with section 6, after such termination is effective, remove the equipment from the Customer Space, store the equipment at another location at Customer's expense, and license the Customer Space to a third party.

8. Holding Over.

If Customer continues to occupy the Customer Space following the expiration or termination of this Contract with PEER 1's consent, then such holding over shall constitute a renewal of this Contract on a month-to-month basis, with the license fee during the holdover period to be equal to two hundred percent (200%) of the daily license fee rate in effect immediately before such expiration or termination. In that event, either party shall be entitled to terminate such holdover tenancy upon thirty (30) days' prior written notice to the other party.

9. Credit Authorization.

Customer hereby authorizes PEER 1 and gives consent to PEER 1 under applicable privacy laws for PEER 1 to obtain credit information and bank and other financial references regarding Customer for the purposes of assessing Customer's credit worthiness, and Customer will promptly execute and deliver to PEER 1 such further documents and assurances and take such further actions as PEER 1 may from time to time reasonably request in order to carry out the intent and purpose of this section.

10. Limitation of Liability.

Customer acknowledges that PEER 1 permits other customers to install their equipment in the premises. PEER 1 will have no liability for any damages, costs, or losses incurred by customer (or its clients) caused by such other customers; acts, equipment, or failures to act. The limit of PEER 1's liability in contract, tort (including negligence) or by statute or otherwise to customer (or its clients) concerning performance or non-performance in any manner related to this Contract, for any and all claims will not, in the aggregate, exceed the total fees paid by customer to PEER 1 under this Contract in the immediately preceding one month from the date the claim arose. In no event will PEER 1 be liable for any lost profits, special, indirect, consequential, incidental or punitive damages. Customer acknowledges that this limitation of liability and waiver of damages is a material term of this Contract and that PEER 1 would not enter into this Contract in the absence of this waiver.

11. Force Majeure.

Neither party will be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of

God, war, declared or undeclared, fire, flood, storm, slide, earthquake, or other similar event beyond the control of the party affected (Force Majeure). If any Force Majeure occurs, the party claiming the Force Majeure will promptly notify the other. The party claiming the Force Majeure will use commercially reasonable efforts to eliminate or remedy the Force Majeure. This section will not apply to excuse a failure to make any payment when due.

12. Reselling.

Customer in the normal course of its business may resell to its clients use (subject to all the terms of this Contract) of the

Customer Space and bandwidth services provided by PEER 1 to Customer pursuant to this Contract, except that Customer will not allow such clients to interconnect with other users in the Premises. Such clients will be deemed to be Customer's contractors to the extent they or their representatives are present at the Premises. Customer will act as the single point of contact with PEER 1 with respect to Customer's clients. Customer will remain responsible for all fees or other costs under this Contract incurred by Customer's clients, both with or without the consent of Customer. Customer either will cause such clients to be covered by Customer's insurance coverages as required by this Contract or will cause such clients to obtain such insurance independently. Any act or omission of any such client that would be a breach of this Contract if committed by Customer will be deemed a breach of this Contract by Customer. Customer agrees to defend, indemnify and hold harmless PEER 1, and its officers, directors and employees (collectively, the Indemnities), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such client that would be a breach of this Contract if committed by Customer, and (ii) any claim by any such client arising from use of the Premises, services provided by PEER 1 under this Contract or otherwise from performance or non-performance by a party in any manner related to this Contract.

13. Indemnity.

Except to the extent of PEER 1's gross negligence or willful misconduct, and to the fullest extent permitted by law, Customer hereby agrees to indemnify hold harmless, protect, and defend PEER 1 and PEER 1's agents, employees, representatives and contractors from and against any and all claims, causes of action, liabilities, losses, costs, damages, whether foreseeable or unforeseeable, arising out of or related to any act, omission or neglect of Customer or Customer's agents, employees, representatives

and contractors, or arising from or related to Customer's use of or activities on or about the Customer Space or Premises. The provisions of this section 13 shall survive the termination, cancellation or expiration of this Contract.

14. Miscellaneous.

14.1. Notices. All approvals, requests, authorizations, directions or other communications under this Contract, with the exception of maintenance notifications, will be given in writing to the party at the address first set forth above for such party and will be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, if sent by

courier; (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission; and (iv) upon personal acknowledgement by the recipient, if sent by email.

14.2.Compliance with Laws.

Customer, at Customer's cost, shall fully comply with all applicable laws, regulations, rules and ordinances pertaining to Customer's use and occupancy of the Customer Space and Premises. Customer shall also comply with all reasonable rules and regulations established from time to time by PEER 1 for the operation of the Customer Space and the Premises.

14.3.Assignment. Customer may not assign this Contract or any of its rights or obligations or the license hereunder, without the prior written consent of PEER 1. PEER 1 may assign its rights and obligations under this Contract to a PEER 1 affiliate, without Customer's consent.

14.4.Survival. The provisions set forth in sections 5, 6, 7, 10, 13 (indemnity obligations only), 22, 23, 26, and 27 (indemnity obligations only) of this Contract will survive termination or expiration of this contract.

14.5.Reservation of Rights. PEER 1 reserves all rights not specifically granted herein.

14.6.No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

14.7.Severability and Reformation. If any portion of this Contract is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Contract to remain in effect in accordance with its terms as modified by such reformation.

14.8.Remedies not Exclusive. The remedies available to the parties under this Contract are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.

14.9.Relationship. The relationship of PEER 1 to Customer will be that of an independent contractor, and neither PEER 1 nor any employee of PEER 1 will be deemed to be an agent or employee of Customer.

14.10.Choice of Law and Attornment. This Contract will be governed and interpreted by the laws of the jurisdiction where the Premises are located, without regard to its conflicts of law provisions. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the jurisdiction where the Premises are located, and all courts competent to hear appeals therefrom.

14.11.Further Assurances. Each of the parties will promptly execute and deliver to the other at each party's own expense such further documents and assurances and take such further actions as the other may from time to time request in order to more effectively carry out the intent and purpose of this Contract and to establish and protect the rights, interests and remedies intended to be created in favour of the other.

14.12.Liens and Encumbrances. Customer and its clients will not have the power, authority or right to create and will not permit any lien or encumbrance, including without limitation, tax liens, mechanics' liens, builders liens or other licenses or encumbrances with respect to work performed, in connection with the Equipment or use of the Customer Space. Customer shall not permit any mechanics', materialmen's, or other liens to be filed against the Premises or and Equipment. Customer further covenants and agrees that any lien filed against the Premises, or any Equipment, for work claimed to have been done for, or materials claimed to have been furnished to Customer, will be discharged by

Customer, by bond or otherwise, within fifteen (15) days after the filing thereof, at the sole cost and expense of Customer. PEER 1 shall have the right at all reasonable times to post and keep posted on the Customer Space any notices which it deems necessary for protection from such liens. If any such liens are filed and not released within that fifteen (15) day period, PEER 1 may, without waiving its rights and remedies based on that breach by Customer, and without releasing Customer from any of its obligations, cause such liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such liens.

14.13.Language. This Contract and all related documents have been drawn up in English at the mutual request of the parties hereto. La présente convention et tous documents y afférents ont été rédigés en anglais à la demande mutuelle des parties aux présentes.

CO-LOCATION TERMS AND CONDITIONS

15. Grant of License.

Subject to the terms of this Contract, PEER 1 hereby grants to Customer, as of the Effective Date, a nonexclusive license to install, operate, replace, remove and maintain communications equipment, cabling, connections, associated hardware and accessions (the "Equipment") in the co-location space specified in the service table (the "Customer Space"), in the Premises during the Term. The license granted in this Contract is a license of space only, and does not create an ownership interest or property rights of any nature in PEER 1's real or personal property.

16. Installation and Requirements.

Customer will be responsible for the delivery and installation of the equipment and the connection of

the equipment to telecommunications lines and power. Customer is permitted to install or remove equipment during business days between 8:00 a.m. and 8:00 p.m. (OR with prior written approval of PEER 1, not to be unreasonably withheld). Customer will only install or place equipment in the customer space. PEER 1, acting reasonably, reserves the right to approve or deny access to Customer's technicians and other contractors. During the term of this Contract, Customer will immediately notify PEER 1 of any space, power or other requirements associated with the installation or operation of the equipment. PEER 1 will have no duty to monitor, maintain or care for the equipment. Customer must install their equipment according to the hot and cold aisle setup of the PEER 1 facility.

17. Maintenance and Use of Premises.

Customer, at its own cost and expense, will protect, maintain and keep in good order the customer space and any equipment in such space. Customer will ensure that neither Customer nor its employees, agents, contractors or invitees damage any part of the Premises or any property located in or about the Premises, or interfere, or allow the equipment to constitute a hazard to or to interfere with, PEER 1 or any other user of the Premises or any equipment owned or used by PEER 1 or any other user of the Premises. Customer will not make any alterations or installations of any kind to the Premises without the prior written consent of PEER 1.

18. Immediate Threats.

If, in the determination of PEER 1, acting reasonably, the equipment poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment of PEER 1 or any other user of the Premises, or poses an immediate threat to the safety of any person, then PEER 1 may perform such work and take such other actions that it may consider necessary without prior notice to Customer and without liability for damage to the equipment or for any interruption of Customer's (or its clients') businesses. As soon as practicable after performing such work, PEER 1 will advise Customer in writing of the work performed or the action taken.

19. Intervention.

If any part of the equipment is not placed and maintained in accordance with this Contract, and Customer fails to correct the violation within 7 days after receipt of written notice thereof from PEER 1, then PEER 1 may, at its option, without further notice to Customer, correct the deficiency at Customer's expense without liability for damages to the equipment or interruption of Customer's (or its clients') businesses. As soon as practicable thereafter, PEER 1 will advise Customer in writing of the work performed or action taken. Customer will immediately reimburse PEER 1 for all expenses reasonably incurred by PEER 1 associated with any work or action performed by PEER 1 with respect thereto.

20. Relocation.

Customer will, at PEER 1's expense, relocate the equipment to other space within the Premises upon PEER 1's written request and within 30 days of such request.

21. Periodic Inspections.

PEER 1 reserves the right (upon reasonable prior notice to Customer) to make periodic inspections of any part of the customer space or equipment; provided that Customer will have the right to have one or more of its employees or representatives present during any such inspection.

22. Insurance.

Customer will maintain at its expense, throughout the term of this Contract (i) Comprehensive General Liability Insurance protecting PEER 1 as an additional insured in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury or property damage, and (ii) Worker's Compensation coverage in an amount not less than that prescribed by statutory limits. At PEER 1's request, Customer will provide PEER 1 with certificates of insurance or other satisfactory evidence that the insurance required in this section has been obtained. PEER 1 does not provide insurance coverage for any customer equipment in the Premises.

23. Subrogation. PEER 1 and Customer each hereby waive all rights of recovery against the other, the other's agents, employees, contractors, and representatives on account of loss and damage occasioned to such waiving party to the extent that that loss or damage, is actually covered (and paid) by insurance carried by either party. Each party shall cause each insurance policy carried by it pertaining to the Customer Space, or Premises to provide that the insurance company acknowledges acceptance of the foregoing mutual waiver (i.e., waiver of subrogation) of claims under this section 23. Notwithstanding the foregoing, it is agreed that if any loss is because of the act, omission, negligence, or willful misconduct of Customer or any of Customer's employees, agents, representatives, or contractors, Customer's Commercial General Liability insurance shall be primary and shall cover all losses and damages before any insurance carried by PEER 1.

24. Access and Entry.

Subject to the terms of this Contract and compliance with payment terms under section 5, Customer will have unrestricted access to the Premises during the Term. Customer will cause its employees, agents, contractors or invitees who have access to the Premises to conform to all PEER 1 rules and regulations (as amended by PEER 1 from time to time). Failure to comply with the payment terms may result in denial of access as set forth in section 7. PEER 1 shall not be required to provide Premises access to any person not approved by PEER 1. Notwithstanding the above, PEER 1 shall not be liable for the consequence of admitting or refusing to admit to the Premises or Customer Space, Customer's agents or employees or other persons claiming the right to admission.

25. Co-location facility Rules and Regulations.

PEER 1 may vary these rules and regulations from time to time in its sole discretion, and Customer will comply with all other reasonable security requirements that PEER 1 may impose from time to time, provided that Customer has been given 30 days notice in writing.

25.1. All Customer employees, agents, contractors or invitees ("Customer Persons") having access to the Premises must be approved by PEER 1. Approval by PEER 1 does not release Customer from its responsibilities pursuant to this Contract, nor by approving such Customer Persons does PEER 1 waive its right to be indemnified by Customer.

25.2. Customer must provide PEER 1 with particulars, including a current photograph of each Customer Person, (where required by landlord regulations) before that Customer Person is given access to the Premises

25.3. No more than three Customer Persons will be authorized to have access to the Premises at any time.

26. Removal of Equipment. Upon termination or expiration of the Term of this Contract, unless prohibited by PEER 1 as permitted by this Contract, Customer will remove the Equipment from the Premises. Unless the parties otherwise agree in writing, in the event the Equipment has not been removed within 5 days following the termination or Expiration Date, PEER 1 will have the right to remove, relocate, or otherwise store the Equipment at Customer's expense without liability to Customer. If after 30 days of such storage by PEER 1 Customer has not retrieved the Equipment and paid any indebtedness owing to PEER 1, then PEER 1 may dispose of the Equipment in the manner permitted by law to a landlord holding property abandoned by tenant (whether or not such law is otherwise applicable to the Parties hereto).

27. Security.

As general and continuing security for payment, performance and satisfaction of each and every obligation, indebtedness and liability of the Customer to PEER 1 (including interest thereon), wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, (all of which obligations, indebtedness and liabilities are herein collectively called the "Obligations") the Customer hereby grants to PEER 1, by way of mortgage, charge, assignment and transfer, a security interest in all of the Equipment and all Proceeds (as defined in the PPSA) thereof and therefrom, renewals thereof, Accessions (as defined in the PPSA) thereto and

substitutions therefor, (all of which are herein collectively called the "Collateral"). PEER 1 and the Customer have not agreed to postpone the time for attachment of the security interest granted hereby and the Customer and PEER 1 intend that the security interest granted hereby shall attach to presently owned or held Collateral forthwith upon execution of this Contract and shall attach to hereafter acquired Collateral forthwith upon acquisition of any right, title and interest of the Customer in such Collateral. Upon default under this Contract, the security hereby constituted will immediately become enforceable. To enforce and realize on the security constituted hereunder PEER 1 may take any action permitted by law or in equity, as it may deem expedient, and in particular, without limiting the generality of the foregoing, PEER 1 may sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to PEER 1 may seem reasonable, provided that the Customer will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received and further, but without limiting the

generality of the foregoing, PEER 1 may exercise all of the rights and remedies of a secured party under the Personal Property Security Act of British Columbia/Crown Proceeding Act (Ontario) as amended from time to time, including any amendments thereto and any Act substituted therefor and amendments thereto (the "PPSA"). Subject to applicable law and the claims, if any, of the creditors of the Customer ranking in priority to the security constituted hereunder, all amounts realized from the disposition of the Collateral pursuant hereto will be applied as PEER 1, in its sole and absolute discretion, may direct, and any surplus will be paid to the Customer. The Customer hereby acknowledges receiving a copy of this Contract and hereby waives all rights to receive from PEER 1 a copy of any financing statement, financing change statement or verification statement filed at any time or from time to time in respect of this Contract. The Customer hereby authorizes PEER 1 to file such financing statements and other documents and do such acts, matters and things as PEER 1 may deem appropriate to perfect and continue the security constituted hereby, to protect and preserve the Collateral and to realize upon the security constituted hereby and the Customer hereby irrevocably constitutes and appoints PEER 1 the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever it may be deemed necessary or expedient by PEER 1.

28. Ownership of Equipment.

Customer represents and warrants that it either owns all Equipment or has all necessary rights to use, maintain, and locate the Equipment in the Premises. If the Equipment is leased, then Customer warrants that it has provided to PEER 1 all documentation regarding said lease.

29. Consent to Video Monitoring. Customer acknowledges, agrees and hereby consents under applicable privacy laws that PEER 1 may monitor the Premises by way of closed circuit television or other monitoring device for the purposes of maintaining the safety and security of the Premises, any equipment in the Premises, and any persons using or present in the Premises from time to time.

30. Interference. Customer shall be responsible for resolving any technical interference problems between Customer's equipment and other equipment located at the Premises and, if there are other wireless telecommunications facilities located at the Premises, Customer shall reasonably cooperate with such other licensees to resolve any issues of interference in an equitable fashion. Customer's equipment shall not disturb the communications configurations, equipment, and frequency that exist at the Premises as of the Commencement Date ("Preexisting Communications"), and Customer's equipment shall comply with all non-interference rules of the Federal Communications Commission ("FCC").

31. Bandwidth Services.

PEER 1 will provide to Customer the internet connectivity, IP addresses and internet traffic services (collectively, the "Bandwidth Services"), as specified in the service table (as amended by the parties from time to time). PEER 1 will provide Bandwidth Services in accordance with this Contract, including the service level contract contained herein. Customer will comply (and will cause its clients to comply as if those clients were the Customer) with the acceptable use policy (as amended by PEER 1 from time

to time) contained herein. PEER 1 will have the right, but not the obligation, without prior notice, to monitor online conduct and communications, in order to verify compliance with this Contract and applicable law. The security for transmissions made using the Bandwidth Services is the responsibility of Customer. Customer's sole remedy for any interruption of Bandwidth Services will be to receive refunds in accordance with the service level contract. Customer agrees to defend, indemnify and hold harmless the Indemnities, from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from any action or claim by a third party against the Indemnities asserting an intellectual property right violation or any other third party claims which concern Customer's (or its clients') use of the Bandwidth Services (including without limitation transmission of any message, information, software or other materials, or service interruptions).

32. IP Addresses.

Any IP addresses allocated to Customer by PEER 1 must be maintained by Customer in an efficient manner as deemed by ARIN and utilized at 80% within 30 days of assignment by PEER 1 to Customer. Failure to comply with this section may result in the revocation of IP addresses by PEER 1 after five days notice to Customer.

33. Traffic Billing.

33.1. For purposes of billing traffic is measured as of the last day of each month.

33.2. Traffic is measured using MRTG.

33.3. Real-time access to MRTG data is available via a web interface.

33.4. Traffic data is captured on the PEER 1 switch associated with the Customer connection.

33.5. All BGP customers will be charged based on the 95th percentile method.

ACCEPTABLE USE POLICY (AUP)

This Policy applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from PEER 1 (each such person being a "User"). All Users are required to comply with this Policy to enhance the quality of the Services and to protect PEER 1's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. Each User should use common sense and good judgment in connection with the Services.

Customer agrees to use Bandwidth Services only for lawful purposes, in conjunction with all applicable law. Specific activities that are prohibited include, but are not limited to:

1. Users may not:

a. Utilize the Services to send mass unsolicited e-mail to third parties.

Provided, however, that Users may use software programs or services provided by PEER 1 to send unsolicited commercial e-mail so long as the User ensures that such transmissions comply with all applicable state, federal and international regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003.

b. Utilize the Services to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE).

- c. Utilize the Services in such a way that User becomes documented on a recognized SPAM abuse list or if the User has previously been denied access from another provider due to acceptable use policy violations.
- d. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, Users may not:
 - i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
 - iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 - iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws; or

- v. Utilize the Services in any manner that violates applicable state, federal and international law.
- e. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not:
 - i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person.
 - ii. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
- f. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Users may not:
 - i. Utilize the Services to cause denial of service attacks against PEER 1 or other network hosts or internet users or to otherwise degrade or impair the operation of PEER 1's servers and facilities or the servers and facilities of other network hosts or internet users;
 - ii. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;
 - iii. Utilize the Services to resell access to CGI scripts installed on PEER 1's servers;
 - iv. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any PEER 1 systems, facilities or equipment;
 - v. Utilize the Services to gain unauthorized access to the computer networks of PEER 1 or any other person;
 - vi. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
 - vii. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or internet nicknames);
 - viii. Utilize the Services to distribute or post any virus, worm, trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
 - ix. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);
 - x. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - xi. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - xii. Post messages, run scripts or run software programs that consume excessive CPU time or storage space;

xiii. Utilize the Services in any manner that might subject PEER 1 to unfavorable regulatory action, subject PEER 1 to any liability for any reason, or adversely affect PEER 1's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by PEER 1 in its sole discretion; or

xiv. Utilize the Services in any other manner to interrupt or interfere with the internet usage of other persons.

2. Violations

a. Disclaimer and Assumption of Risk. Notwithstanding this Policy, Users of the internet (including the Services) make such use at their own risk, acknowledging that there are known and unanticipated risks associated with internet use, some of which could result in physical, emotional or psychological injury or even death, or damage to individuals, to property, or to third parties. Such risks cannot be eliminated without jeopardizing the essential qualities of use of the internet. These risks include, among other things: credit card theft, identity theft, fraud, solicitation, stalking, invasion of privacy, unwanted receipt of offensive or obscene material, trespass to chattels or denial of service attacks. PEER 1 expressly disclaims any obligation to monitor its Customers and other

Users with respect to violations of this Policy. PEER 1 has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any web site. Users voluntarily engage in the activity of internet use and bear the risks associated with that activity.

b. Reporting Non-Copyright Violations. PEER 1 encourages Users to report violations of this policy by e-mail to: abuse@peer1.com, including in any such report the name of the offending domain (for example, xyz.com), the IP address and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

c. Reporting Copyright Violations. PEER 1 complies with the Digital Millennium Copyright Act ("DMCA"). PEER 1 encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to:

DMCA Notices

Attention: Cori Compton

PEER 1

101 Marietta Street, Suite 500

Atlanta, GA 30303

Telephone Number of Designated Agent: (604) 683-7747

Facsimile Number of Designated Agent (604) 683-4634

Email Address of Designated Agent: dmca@peer1.com

For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement (for more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).) :

- i. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- ii. Identification of the copyrighted work claimed to have been infringed;
- iii. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit PEER 1 to locate the material;
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- vii. You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs,

and attorneys fees. PEER 1 has the right to suspend or terminate any Customer pursuant to any valid DMCA complaint. Furthermore, PEER 1, in its sole discretion, may suspend or terminate, without notice, any User that PEER 1 determines is a repeat copyright infringer.

d. Remedies. If PEER 1 learns of a violation of this Policy, PEER 1 will respond to the applicable Customer and may, in PEER 1's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:

- i. Warning the Customer;
- ii. Suspending the offending Customer from the Services;
- iii. Terminating the offending Customer from the Services;
- iv. Imposing fees or charges on the offending Customer account in accordance with the applicable service contract;

v. Removing the offending content; and

vi. Taking other action in accordance with this Policy, the applicable service contract or applicable law.

2. Reservation of Rights.

PEER 1 reserves the right to involve and cooperate with appropriate legal authorities in investigations of claims of illegal activity involving PEER 1's Services, Customers and other Users. PEER 1 reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. PEER 1 may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Customer agrees that PEER 1 is authorized to monitor its communications through PEER 1's network for such purposes.

3. Indemnification.

User(s) will indemnify, defend, and hold harmless PEER 1, its affiliates, subsidiaries, officers, agents and employees from any and all claims, damages or lawsuits of any kind (including reasonable attorney fees) arising out of the User's use of the Services and negligent or illegal acts of User(s), its employees or agents, including, but not limited to, claims, damages or lawsuits arising out the use of those services.

SERVICE LEVEL AGREEMENT (SLA)

PEER 1 has implemented a high-availability internet transit network infrastructure, available within secure co-location facilities. This has been accomplished by the following:

- 1) All Customer connections make use of Cisco's HSRP (hot standby router protocol)
- 2) Multiple upstream providers
- 3) Fully redundant OCn internal backbone network
- 4) All network devices have onsite spares
- 5) All key network components are monitored 24x7

Service Level Agreement Terms for Onsite Co-location Customers

PEER 1 will provide 100 % uninterrupted transit to the internet to all co-location customers who have purchased said service from PEER 1. Should transit to the Internet become unavailable for a cumulative period up to one hour in any one calendar month, Customer will receive a refund equivalent to one day of Customer's pro-rated recurring monthly fees for that month. Customer will receive an additional refund of one day of the pro-rated internet connectivity recurring monthly fees for each additional hour, or portion thereof, of unavailability. All refund calculations will be based on unavailability in one-hour increments. The above contract does not cover outages caused by equipment and/or events not under the direct control of PEER 1 or caused by individuals not directly employed by PEER 1. This service level contract does not cover outages due to scheduled or emergency network and/or facility maintenance, which will be broadcast to all customers in advance, and will not exceed 20 minutes per month. Any and all refunds to Customer will not exceed 50% of the Customer's recurring monthly fees for the month in which the refund is paid.

Performance Guarantee

PEER 1 will maintain its network in such a manner as to provide to all customers the best possible performance to the Internet. In order to achieve this PEER 1 makes the following guarantees to all onsite internet customers:

100% guaranteed uninterrupted transit to the internet .

Zero packet loss internal to PEER 1 network .In addition to the above performance guarantees PEER 1 will take all reasonable measures to insure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area. These measures include the manipulation of routing tables so as to direct traffic to the internet using its best possible upstream link.

By signing below, each party acknowledges that it has read, understands, and agrees to the terms of this Co-location and Bandwidth Services Contract.

Agreed to by:

PEER 1 NETWORK ENTERPRISES, INC. CUSTOMER

By: By:

(Signature) (Signature)

Wilson Wang

(Name typed or printed) (Name typed or printed)

Client Relations Manager Managing Director

(Title) (Title)

(Date) (Date)

SCHEDULE "1"

SERVICE TABLE

Company Name: Canada ANV Systems Inc.

Address: 1702 j§C 5933 Cooney Road, Richmond, BC V6X 4H3

General Company Number: 604 295 6026

Fax Number: 604 295 6027

Admin Contact (Name/Email/Phone): Wilson Wang/wilson@anvsystem.com/604 295 6026

Technical Contact (Name/Email/Phone): Matt Li/mlibca@yahoo.ca/778 829 5218

Accounts Payable Contact (Name/Email/Phone): Wilson Wang/wilson@anvsystem.com/604 295 6026

Edgar Filing: ANV SECURITY GROUP INC. - Form 10-12G

Customer to be provided with two (2) access cards and (2) keys at no charge. Additional access cards and keys are available upon request for an additional fee. All access cards and keys remain the property of PEER 1. To avoid additional charges, all access cards and keys must be returned prior to exit.

Cage Type and/or Traffic

Commitment

Other

Description Qty One-time Charges Monthly Recurring

OCTAL cabinet + 25 GB 1 \$150.00 \$325.00

Subtotal:

GST:

PST:

TOTAL A:

\$150.00

\$7.50

\$10.50

\$168.00

Subtotal:

GST:

PST:

TOTAL B:

\$325.00

\$16.25

\$22.75

\$364.00

Total A + Total B = first month's payment

due upon signing of contract

First month's payment: \$532.00

Premises: VANCOUVER ; SC Harbour Centre ; SC 21st floor NORTH

Currency : CAD

Term: 1 Year

Invoice: By email

Customer's Estimated Move-In Date (; Effective Date ;):

Special Instructions:

Customer to receive 2 weeks free testing trial. If after this time they decide that they are not staying with Peer 1 this Agreement will be null and void. If however they continue services with Peer 1 the Contract will go into effect along with billing as outlined above and below.

SECURITY

SuperDNS

Accepted

Declined

Global

Accepted

Declined

Port Monitoring Package

Accepted

Declined

BANDWIDTH PRICING

Billing Method: Average Sustained

BURST PRICING

Additional Bandwidth Charges

Range (GB) Price per GB

1 - 50 \$3.50

51 - 100 \$3.00

101 - 199 \$2.50

200+ Upon Request

SCHEDULE 1.1

EQUIPMENT LIST

Exhibit 10.4

OEM CONTRACT

THIS OEM AGREEMENT (the "Agreement") is entered into as of this 30 day of November, 2007 (the "Effective Date"), by and between Canada ANV Systems Inc., a B.C. corporation having its principal place of business at# 2105-11871Horseshoe Way, Richmond, BC, Canada V7A5H5 (together with any Affiliates, "**ANV**"), and Shenzhen Huanghe Digital Technology Co., Ltd., a China corporation having its principal place of business at 6th Floor, 1st Building, Shenzhen Animation Zone, Yuehai Rd Nanshan District, Shenzhen518054, Guangdong, China (together with any Affiliates, "**HH**").

RECITALS

ANV is engaged in the design and manufacture of certain products, incorporating both hardware and software elements, which products are utilized

in the remotely monitor and alarm service in residential , commercial and government. ANV has created a market for h.264 IP Camera, DVS and DVR products (hereinafter "Products") and is solely responsible for the sales and marketing of the Products in wide world.

HH is engaged in the design and manufacture of certain products, incorporating both hardware and software elements, which products are utilized in security industry area. HH has developed processes and practices for manufacturing products for many different electronic applications and at ANV's request desires to manufacture ANV's Products in accordance with ANV's specifications. ANV acknowledges that HH' expertise is manufacturing and that HH' responsibility related to the ANV's Products is limited to this extent.

Accordingly, the parties agree as follows:

1.0 WORK, LICENSE

HH agrees to use reasonable commercial efforts to perform the work (hereinafter "Work") pursuant to purchase orders or changes thereto issued by or for ANV and accepted by HH. Work shall mean to procure components, materials, equipment and other supplies, and to manufacture, assemble, test and deliver Products pursuant to detailed written specifications, workmanship standards and quality requirements for each such Product (ref; Addendum B) which are provided by ANV and accepted by HH. For each Product or revision thereof, written specifications shall include, but are not limited to, bills of materials, schematics, assembly drawings, process documentation, test specifications, current revision number, and approved vendor list (hereinafter "Specifications") as attached hereto.

HH is granted by ANV a non-exclusive license during the term of this Agreement to use all of ANV's patents, trade secrets and other intellectual property in the Products, solely in connection with and to the extent required to perform HH' obligations under this Agreement.

2.0 FORECASTS, ORDERS, MATERIAL PROCUREMENT

2.1 FORECAST. ANV shall provide HH, on a monthly basis, a non-binding, rolling twelve (12) month Product order forecast.

2.2 PURCHASE ORDERS. ANV will issue, or have a designated 3rd party distribution partner issue, written purchase orders once a month which specify

all Work to be completed. ANV's designated 3rd party distribution partners must meet HH credit worthiness guidelines, or ANV will guarantee purchase orders according to the terms of this Agreement. ANV will ensure

purchase orders cover a minimum four (4) month rolling time period. Each purchase order shall reference this Agreement, and the applicable written Specifications as described in Section 1.0. Purchase orders shall normally be deemed accepted by HH, provided however that HH may reject any order does not conform to the lead-time, flexibility or cancellation terms of this Agreement. HH shall notify ANV of rejection of any purchase order within five (5) working days of receipt of such order.

ANV, or its' designated 3rd party distribution partners, may use its' standard purchase order form to release items, quantities, prices, schedules, change notices, specifications, or other notice provided for hereunder. The parties agree that the terms and conditions contained in this Agreement shall prevail over any terms and conditions of any purchase order, acknowledgment form or other instrument.

2.3 MATERIAL PROCUREMENT. Purchase orders issued by ANV or its' designated 3rd party distribution partners in conformance to this Agreement will constitute authorization for HH to procure, using standard purchasing practices, the components, subassemblies, materials and supplies necessary for

the manufacture of Products ("Inventory") covered by such purchase orders.

2.4 LONG LEAD TIME COMPONENTS. As ANV 's strategic materials management

partner, HH may be required to purchase Long Lead Time Components in

order to achieve the schedule flexibility requirements identified in Section

3.2. For the purposes of this Agreement, "Long Lead Time Components" shall mean components, subassemblies, materials and supplies with lead times greater than ninety (90) days at the time an order is placed. At the time of this Agreement,

no components, subassemblies, materials or supplies have lead times greater than ninety (90) days. During the term of this Agreement, if any lead times for

components, subassemblies, materials or supplies exceed ninety (90) days due to

changes in market conditions, HH may reasonably purchase minimum lot

sizes from suppliers ("Minimum Order Inventory"), even if greater than the amount necessary to meet purchase orders, in order to ensure the schedule

flexibility requirements identified in Section 3.2 are achieved. HH will notify ANV in writing if lead times for any components, subassemblies, materials or supplies exceed ninety (90) days and will quantify how much additional cancellation liability Handspring will incur above and beyond the cancellation liability terms defined in Section 3.3. If lead times for components, subassemblies, materials or supplies do not exceed ninety (90) days during term of this Agreement, or any extensions thereof, HH and ANV agree to abide by the reschedule flexibility and cancellation liability terms defined in Sections 3.2 and 3.3.

3.0 SHIPMENTS, RESCHEDULE FLEXIBILITY, CANCELLATION

3.1 SHIPMENTS. All Products delivered pursuant to the terms of this Agreement

shall be suitably packed for shipment in accordance with ANV 's Specifications, marked for shipment to ANV 's destination specified in the applicable purchase order and delivered to a carrier or forwarding agent. Shipment will be F.O.B. HH' China manufacturing plant at which time risk of loss and title will pass to ANV or ANV's designated 3rd party distribution partners. All freight, insurance and other shipping expenses from the F.O.B. point, will be paid by ANV. HH is expected to achieve 100% on-time delivery performance to the designated F.O.B. point. "On-time" deliver is defined as within 2 days early and 0 days late of scheduled delivery date on purchase orders placed by ANV in accordance to this Agreement. If delivery of Product is early, ANV or its designated 3rd party distribution partners, may return said Product to HH for re-delivery on the scheduled delivery date with HH bearing all cost of Product return and re-delivery. If Product is late,

ANV may require HH to air ship late for reasons with HH control, Product to locations specified by ANV or its' designated 3rd party distribution partners with HH bearing the incremental cost between standard cost versus premium air shipment. ANV will not unreasonably require HH to air ship product unless ANV needs Product to meet customer commitments.

3.2 QUANTITY INCREASES AND SHIPMENT SCHEDULE CHANGES. For any purchase order issued in accordance to this Agreement, ANV may (i) increase the quantity

of Products or (ii) reschedule the quantity of Products and their shipment date

as provided in the table below:

{TABLE}

{CAPTION}

Maximum Allowable Variance From Purchase Order Quantities/Shipment Dates

# of days before Shipment Date on Purchase Order	Allowable Quantity Increases	Maximum Reschedule Quantity	Maximum Reschedule Period
-----	-----	-----	-----
{S}	{C}	{C}	{C}
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]

{/TABLE}

Any purchase order quantities increased or rescheduled pursuant to this Section

may not be subsequently increased or rescheduled without the prior written

approval of HH. All other changes in quantity or shipment date require HH' prior written consent. Any re-schedules that exceed the above period on 3.2 will be subject to a one percent inventory carrying charge. HH will

use reasonable commercial efforts to meet quantity increases. If there are extra costs to meet a schedule increase in excess of the above limits, HH will inform ANV for its approval in advance.

3.3 CANCELLATION LIABILITY. In the event ANV cancels any purchase orders,

or portions thereof, ANV and HH agree to the following

cancellation terms:

{TABLE}

{CAPTION}

days from the

day of notice

ANV cancellation liability:

{S}

{C}

[*]

[*]

[*]

[*]

[*]

[*]

[*]

[*]

{/TABLE}

4.0 ENGINEERING CHANGES

ANV may request, in writing, that HH incorporate engineering changes into the Product. Such request will include a description of the proposed engineering change sufficient to permit HH to evaluate its feasibility and cost. HH' evaluation shall be in writing and shall state the costs and time of implementation and the impact on the delivery schedule and pricing of the Product. HH will not be obligated to proceed with the engineering change until the parties have agreed upon the changes to the Product's Specifications, delivery schedule and Product pricing and upon the implementation costs to be borne by the ANV including,

without limitation, the cost of Inventory and Special Inventory on-hand and
on-order that becomes obsolete.

As ANV's strategic manufacturing engineering partner, HH is expected to make recommendations to Product design which would make Product more

manufacturable, reduce material costs and/or improve quality. ANV will

evaluate such recommendations and incorporate such recommendations into Product design as appropriate. HH will not make changes to product design or

manufacturing processes which affect the form, fit, function, performance or
reliability of the Product without prior written authorization from ANV.

5.0 TOOLING, NON-RECURRING EXPENSES, SOFTWARE

HH shall provide non-Product specific tooling at its expense. ANV shall pay for or obtain and consign to HH any Product specific tooling and other reasonably necessary non-recurring expenses, to be set forth in HH' quotation. All software which ANV provides to HH is and shall remain the property of ANV. ANV grants

HH a license to copy, modify and use such software solely in connection with and to the extent required to perform HH' obligations under this Agreement. All software developed by HH to support the process tooling or otherwise shall be and remain the property of HH.

6.0 PRODUCT ACCEPTANCE AND WARRANTIES

6.1 PRODUCT ACCEPTANCE. ANV agrees that the product is deemed acceptable
if ANV has not exercised said right within 20 days.

6.2 HH is expected to deliver 100% quality Product in conformance to all Products specifications, workmanship standards and quality requirements set forth in Addendum B. As ANV 's strategic quality partner, HH is expected to institute appropriate quality controls at the factory to stop any defective Product from shipping to ANV or its designated 3rd party distribution partners. ANV's intent is not to inspect each shipment coming from HH, however, ANV reserves the right to audit HH ' facilities, conduct source inspection and/or inspect Product at

designated distribution or field repair centers. ANV and HH will work together to jointly determine if Product is defective. ANV may return defective Products, freight collect, after obtaining a return material authorization number from HH to be displayed on the shipping container and completing a failure report. HH will not unreasonably withhold such return material authorization numbers. Rejected Products will be promptly repaired or replaced, at HH' option, and returned freight pre-paid.

6.2 EXPRESS LIMITED WARRANTY. HH warrants that the Products will conform to ANV's applicable Specifications and will be free from defects in workmanship for a period of [*]. Materials are warranted to the same extent that the original manufacturer warrants the materials. This express limited warranty does not apply to (a) materials consigned or supplied by ANV to HH; (b) defects resulting from ANV 's design of the Products; (c) Product that has been abused, damaged, altered or misused by any person or entity after title passes to ANV. With respect to first articles, prototypes, pre-production units, test units or other similar Products, HH makes no representations or warranties whatsoever. notwithstanding

anything else in this Agreement, HH assumes no liability for or obligation related to the performance, accuracy, specifications, failure to meet specifications or defects of or due to tooling, designs or instructions produced or

supplied by ANV and ANV shall be liable for costs or expenses incurred by HH related thereto. Upon any failure of a Product to comply with the above warranty, HH' sole obligation, and ANV's sole remedy, is for HH, at its option, to promptly repair or replace such unit and return it to ANV freight collect. HH will bear all costs of repairing defective Product within warranty. ANV shall return Products covered by the warranty freight pre-paid after completing a failure report and obtaining a return material authorization number from Flextronics to be displayed on the shipping container.

7.0 PAYMENT TERMS, ADDITIONAL COSTS AND PRICE CHANGES

7.1 PRICE AND PAYMENT TERMS. The price for Products to be manufactured is set

forth in Addendum A and may be changed from time to time through purchase orders issued by ANV and accepted by HH. All pricing changes must be mutually agreed to by both parties. HH is expected to cut in material cost reductions negotiated by either ANV or HH in accordance with established material lead-times. All prices quoted are exclusive of federal, state and local excise, sales, use and similar taxes, and any duties, and ANV shall be responsible for all such items. Payment for any Products, services or other costs to be paid by ANV hereunder is due thirty (30) days net from the date of invoice and shall be made in lawful U.S. currency. ANV agrees to pay 1% monthly interest on all late payments.

7.2 ADDITIONAL COSTS. ANV is responsible for (a) any expediting charges

reasonably necessary because of a change in ANV's requirements, if such

changes do not conform to established flexibility terms defined in section 3.2

which charges are pre-approved (b) any reasonable overtime or downtime charges incurred as a result of delays in the normal production or interruption in the workflow process and caused by: (1) ANV 's change in the Specifications; or (2) ANV's failure to provide sufficient quantities or a reasonable quality level of consigned materials where applicable to sustain the production schedule. ANV caused delays as a result of consigned

inventory will result in a special charge to the ANV of 1% of the cost of materials for each month, or part thereof, delayed.

7.3 PRICE CHANGES. The price of Products to ANV may be increased by HH if (a) the market price of fuels, materials, raw materials, equipment, labor and other production costs, increase beyond normal variations in pricing and (b) the parties agree to the increase after good faith negotiation.

COST REDUCTIONS. HH agrees to seek ways to reduce the cost of manufacturing Products by methods such as elimination of components, obtaining alternate sources of materials, redefinition of Specifications, and improved assembly or test methods. Upon implementation of cost reductions initiated by HH, HH will receive fifty percent of the demonstrated cost reduction for a period of 6 months, at which time ANV will receive one hundred percent of the demonstrated cost reduction. ANV will receive one hundred percent of demonstrated cost reductions initiated by ANV immediately upon implementation of said cost reductions.

8.0 TERM AND TERMINATION

8.1 TERM. The term of this Agreement shall commence on the date hereof above and shall continue for one (1) year thereafter until terminated as provided in

Section 8.2 or 10.9. After the expiration of the initial term hereunder (unless

this Agreement has been terminated) this Agreement shall be automatically

renewed for separate but successive one-year terms.

8.2 TERMINATION. This Agreement may be terminated by either party (a) for any

reason upon ninety (90) days written notice to the other party, or (b) if the

other party defaults in any payment to the terminating party and such default

continues without a cure for a period of thirty (30) days after the delivery of

written notice thereof by the terminating party to the other party, or (c) if

the other party defaults in the performance of any other material term or

condition of this Agreement and such default continues un-remedied for a period

of thirty (30) days after the delivery of written notice thereof by the terminating party to the other party. Termination of this Agreement for any reason shall not affect the obligations of either party which exist as of the date of termination. Upon termination for any reason whatsoever, ANV shall be responsible for the finished Products and Inventory in existence at the date of termination in the same manner as for cancellations as set forth in Section 3.3. Any purchase orders shall be fulfilled by HH unless cancelled as provided in section 3.3. Notwithstanding termination of this Agreement, Sections 6.2, 9.0, and 10.1 shall survive said termination.

9.0 LIABILITY LIMITATION

9.1 PATENTS, COPYRIGHTS, TRADE SECRETS, OTHER PROPRIETARY RIGHTS. ANV

shall defend, indemnify and hold harmless HH from all costs, judgments and attorney's fees arising from any claim that HH' manufacture of the Products under this Agreement directly infringes any third party patents, patent rights, copyrights or trade secrets. HH shall promptly notify ANV in writing of the initiation of any such claims, give ANV sole control of any defense or settlement, and provide ANV reasonable information and assistance in resolving such claim. The preceding indemnity shall not apply, however, to any claims arising from the use by HH of any materials, components or manufacturing processes not expressly specified by ANV.

9.2 PRODUCT LIABILITY. ANV agrees that, if notified promptly in writing

and given sole control of the defense and all related settlement negotiations,

it will defend HH from any claim or action and will hold HH harmless from any third party loss, damage or injury, including death, which arises from any alleged defect of ANV 's design of any Products. Similarly, HH agrees that, if notified promptly in writing and given sole control of the defense and all related settlement negotiations, it will

defend ANV from any claim or action and will hold ANV harmless from any third party loss, damage, or injury, including death, which arises from any alleged workmanship defect of any Products.

9.3 NO OTHER LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES CREATED UNDER THIS AGREEMENT AND EXCEPT AS SET FORTH OTHERWISE IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE SALE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR

OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

10.0 MISCELLANEOUS

10.1 CONFIDENTIALITY. All written information and data exchanged between the

parties for the purpose of enabling HH to manufacture and deliver Products under this Agreement that is marked "Confidential" or the like, shall be deemed to be Confidential Information. The party which receives such Confidential Information agrees not to disclose it directly or indirectly to any third party, or to use it for any purpose other than as required under this Agreement, without the prior written consent of the disclosing party. Confidential Information disclosed pursuant to this Agreement shall be maintained confidential for a period of three years after the disclosure thereof.

10.2 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. Both parties shall hold the existence and terms of this Agreement confidential,

unless it obtains the other party's express written consent otherwise. In all respects, this Agreement shall govern, and any other documents including, without limitation, preprinted terms and conditions on ANV 's purchase orders and Flextronics acknowledgements shall be of no effect.

10.3 AMENDMENTS. This Agreement may be amended only by written consent of both parties.

10.4 INDEPENDENT CONTRACTOR. Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

10.5 EXPENSES. In the event a dispute between the parties hereunder with respect to this Agreement must be resolved by litigation or other proceeding, the

prevailing party shall be entitled to receive reimbursement for all associated

reasonable attorneys fees from the other party.

10.6 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the B.C. Canada, excluding its choice of law principles. The parties consent to the exclusive jurisdiction of the Province and Federal courts in B.C. Canada.

10.7 SUCCESSORS, ASSIGNMENT. This Agreements shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise

transfer its rights or obligations under this Agreement except with the prior

written consent of the other party, not to be unreasonably withheld.

10.8 FORCE MAJEURE. If the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

ACCEPTED AND AGREED TO:

Canada ANV Systems Inc. Shenzhen Huanghe Digital Technology Co., Ltd.

By: Wilson Wang

By: Xinjun Fu

Title: President & CEO

Title: Vice- President

ADDENDUM A

LEGO PRICING SCHEDULE

ADDENDUM B

LEGO PRODUCT SPECIFICATIONS, WORKMANSHIP STANDARDS, QUALITY REQUIREMENTS

ADDENDUM C

LONG LEAD TIME MATERIALS

Top of Form

Exhibit 10.5

FRANCHISE AGREEMENT

OF

ANV VIDEO ALARM SERVICE

TABLE OF CONTENTS

Paragraph

Description

Page

1.

Grant of Franchise.

iv

2.

Term.

iv

3.

Location and Lease.

v

4.

Training and Commencement of Business.

vi

5.

Services Rendered by The Franchisor.

vi

6.

Certain Standards of The Franchisee.

vii

7.

Royalty Fee.

ix

8.

Advertising Fee.

ix

9.

Insurance.

x

10.

Names and Marks and Trade Secrets.

xi

11.

Restrictions on Change of Ownership.

xii

12.

Protection of System.

xii

13.

Telephone Service.

xii

14.

Relationship of the Parties: Indemnification.

xiii

15.

Termination.

xiii

16.

Effect of Termination.

xiv

17.

Covenant Not to Compete.

xvi

18.

Arbitration.

xvii

19.

Waiver.

xviii

20.

Notice.

xviii

21.

Severability.

xviii

22.

Caveat.

xviii

23.

Independent Legal Advice.

xix

24.

Entire Agreement.

xix

APPENDIX A - INVESTMENT

xx

EXPLANATION OF INVESTMENT

xxii

APPENDIX B - OPTION AGREEMENT

xxiv

FRANCHISE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 200____.

BETWEEN:

ANV VIDEO ALARM SERVICE INC., a corporation incorporated under the laws of the Province of British Columbia and having an office at #2105 §C 11871 Horseshoe Way, in the City of Richmond, Province of British Columbia, Canada

(the §ãFranchisor§À)

OF THE FIRST PART

AND:

(the §ãFranchisee§À)

OF THE SECOND PART

PROLOGUE:

As a result of extensive experience in the video alarm service business, the Franchisor has developed and perfected certain methods, procedures and techniques of operating a video alarm service business; and the Franchisor has developed a system (the "System") for conducting operations in the video alarm service business which consists, in part, of the use of the ANV Video Alarm Service name, methods, procedures and techniques, and a network of stores and agents devoted exclusively to the video alarm service business (the "ANV Video Alarm Service§À) which use the ANV Video Alarm Service name and said methods, procedures and techniques;

The Franchisor has created a substantial demand for its products and services by extensive advertising and by maintaining high standards of quality in its operations and in the operations of its franchised ANV Video Alarm Service;

The Franchisor is engaged in promoting the name, reputation and good will of ANV Video Alarm Service in connection with the video and alarm monitoring service business; and

In recognition of the value of participating in the System, the Franchisee desires to acquire a franchise to operate an ANV Video Alarm Service store (the "Franchised Business").

THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Franchisor and Franchisee agree as follows:

1.

Grant of Franchise

a.

In consideration of the payment of the Initial Franchise Fee as set forth in Appendix "A" attached to and made part of this Agreement, the Franchisee shall have the right, subject to the terms and conditions set forth in this Agreement, to operate a Franchised Business at a business premises (the "Premises"), under the ANV Video Alarm Service name and marks and other trade names, trademarks, service marks and logos presently used, or which may hereafter be used in the System;

b.

The Franchisee acknowledges that the consideration for the payment of the Initial Franchise Fee shall have been fully earned by the Franchisor upon the execution of this Agreement and, except as may be hereinafter set forth, in the event of any termination or cancellation of this Agreement for any reason whatsoever, the Franchisor in addition to any other rights or remedies it may have shall be entitled to retain or receive the entire Initial Franchise Fee as liquidated damages.

2.

Term

a.

This Agreement is for a term of three (3) years (the "Term"). Provided the Franchisee is not in default under this Agreement, the Franchisee shall have the right to renew this Agreement at the end of the initial term or any renewal term for an additional three (3) years term by executing, at least ninety (90) days but not more than one (1) year prior to the expiration of the then current term, the Franchisor's then current standard Franchise Agreement. There shall be no additional Initial Franchise Fee payable upon renewal. The rate of Royalty as described in Section 7, to be paid by the Franchisee to the Franchisor during any renewal period shall not be more than the rate of Continuing Royalty payable under the then expiring agreement unless during the term of the then expiring agreement the laws and other rules and regulations under which the Franchisor operates have been modified to require the Franchisor to provide additional goods or services to the Franchisee or to otherwise increase the Franchisor's cost of operating or unless the Franchisor is, in fact, providing additional goods or services to the Franchisee. If, at least ninety (90) days prior to the expiration of the then current term of this Agreement, the Franchisee has not executed the Franchisor's then current standard Franchise Agreement, this Agreement shall automatically terminate at the end of the term without further action by either party. Anything contained in this Section 2 to the contrary notwithstanding, the initial term of this Agreement and all renewal terms shall be subject to the other provisions of this Agreement relating to termination.

b.

The Franchisee is hereby advised of an option to operate a second Franchised Business at a second location pursuant to Appendix B of this Agreement.

3.

Location and Lease

a.

Upon the execution of this Agreement, the Franchisee shall proceed with due diligence to secure a Premises in accordance with the guidelines set forth in the Franchisor's Location Guide. In the event the Franchisee fails to open his Franchised Business for business within one (1) year from the date of execution hereof, the Franchisor, in its sole discretion, and absent any extension of time agreed to in writing by the Franchisor, may immediately and without prior notice, cancel and terminate this Agreement.

b.

The Franchisee shall not execute any documents of purchase or lease for any such location without the prior written approval of the Franchisor as to location and terms of sale in the event of purchase, or as to the lease and location in the event of lease.

c.

In the event the Franchisee purchases the Premises at any time during the Term of this Agreement, the Franchisee does hereby grant to the Franchisor the option to lease the said Premises on substantially the same terms and conditions contained in any lease under which the Franchisee occupied the Premises as lessee, or if no such lease existed, then on terms and conditions which are commercially reasonable. The option herein granted may be exercised by the Franchisor for a period of thirty (30) days following the termination of this Agreement for any reason whatsoever.

d.

In the event of lease, upon the Franchisor's written approval of the proposed Premises and lease, the Franchisee shall execute the lease and deliver a copy of the fully executed lease to the Franchisor. The lease shall contain a conditional assignment clause, which shall provide that upon the termination of this Agreement, for any reason whatsoever, the Franchisor shall have the option for thirty (30) days to assume the obligations of and to replace the Franchisee as the lessee under said lease and at any time thereafter re-assign the lease to a new the Franchisee. The Franchisee agrees not to terminate, renew or in any way alter or amend such lease during the term thereof, or any renewal term thereof, without The Franchisor's prior written consent, and any attempted termination, renewal, alteration or amendment shall be null and void and have no effect as to the Franchisor or the Franchisor's interests.

e.

The Franchisor shall not franchise, license, operate or otherwise maintain any other Franchised Business within one to five (1-5) kilometers of the Premises, (the "Protected Market") as specifically defined in Appendix A.

f.

Except as otherwise provided in this Agreement, the Franchisee will not assign it lease or sub-let the Premises, or any portion of the premises containing the ANV Video Alarm Service franchise.

g.

The Premises may not be relocated without the express prior written approval of the Franchisor, which approval shall not be unreasonably withheld.

4.

Training and Commencement of Business

a.

Prior to opening the Franchised Business for business, the Franchisee shall attend the Franchisor's training program and complete the course to the Franchisor's satisfaction.

b.

During the training program, the Franchisee shall receive instruction, training and education in the operation of an ANV Video Alarm Service franchise. In the event the Franchisee fails to complete training to the Franchisor's satisfaction, the Franchisor shall refund to the Franchisee the difference, if any, between any reasonable administrative, legal, training or other expenses incurred by the Franchisor as a result of this Agreement and any deposit or other monies paid by the Franchisee hereunder, whereupon this Agreement shall be terminated and of no further force and effect, and neither the Franchisor nor the Franchisee shall have any further liability or obligation to the other.

c.

The Franchisee shall attend such additional training programs or meetings at such locations as the Franchisor may from time to time direct. All expenses of the Franchisee incurred in connection with attendance at training programs or sales meetings shall be borne solely by the Franchisee.

d.

The Franchisee shall maintain at all times during the term of this Agreement or any renewal thereof, a staff of trained employees sufficient to operate the ANV Video Alarm Service in accordance with this Agreement. The Franchisee shall not employ any person who may be required by the Franchisor to complete a training program but who fails to do so for any reason whatsoever.

5.

Services Rendered by the Franchisor

The Franchisor agrees to:

a.

assist the Franchisee in obtaining a Premises and negotiating a lease on the Premises;

b.

assist the Franchisee with the layout of the Premises;

c.

furnish to the Franchisee the Franchise Manual for the purpose of providing guidance in the methods, and techniques of operating a Franchised Business;

d.

furnish from time to time such business information and literature as the Franchisor determines may be helpful in improving the operations of the Franchised Business;

e.

advise and consult with the Franchisee during normal business hours on matters relating to all operations of the Franchised Business;

f.

furnish from time to time such business guidance, information and literature as the Franchisor determines may be helpful in improving the operations of the Franchised Business;

g.

advise and consult with the Franchisee during normal business hours on all technical and operational matters of the Franchised Business;

h.

advise the Franchisee of new developments and improvements in the franchise system and to offer to the Franchisee, services, facilities, rights and privileges substantially similar to those generally offered to other the Franchisees in the franchise system;

i.

provide initial training and additional training programs and meetings;

j.

continue to develop, promote and protect the goodwill and reputation associated with the Franchisor's names and marks and other aspects of the System;

k.

provide sources of equipment, inventory, supplies, signing, and advertising;

l.

continue to research the development of new products, services, advertising, and operational systems; and

m.

create and place Grand Opening Advertising which is paid separately by the Franchisee.

6.

Certain Standards of the Franchisee

In order to build the high quality standards of the franchise and to protect the Franchisor's goodwill and reputation the Franchisee agrees to:

a.

deal fairly and honestly with the public and with the Franchisor;

b.

honor and comply with all the terms of all advertising placed by the Franchisee;

c.

devote his best efforts and full and exclusive time to the day-to-day operations and development of the Franchised Business;

d.

operate the Franchised Business exclusively under the ANV Video Alarm Service name, signing, and System as provided by this Agreement;

e.

keep the Franchised Business open for business the minimum number of days and weeks and hours per day prescribed by the Franchisor from time to time;

f.

keep and maintain the Premises and its appearance in a clean and orderly manner consistent with the operation of a first-class Franchised Business and at the directives of the Franchisor deemed by it to be necessary to protect the standards of quality and uniformity of the Franchised Business and the System;

g.

comply at all times with all federal, provincial/state, county, city and other local laws, regulations and ordinances;

h.

maintain at all times (except when fire or other casualty so prevents) sufficient equipment, supplies and personnel to operate the Franchised Business at maximum capacity and efficiency;

i.

register the fictitious name ANV Video Alarm Service in accordance with applicable local, state or provincial laws and operate the Franchised Business under the name "ANV Video Alarm Service" and under no other name, and use and display the ANV Video Alarm Service names and marks prominently in such manner as may from time to time be directed in writing by the Franchisor and not use or prominently display any other trade name, trademark, service mark or other designation during the term of this Agreement;

j.

permit the Franchisor's representatives during business hours to inspect the Premises, confer with the Franchisee and the Franchisee's employees and customers, check inventories, methods of operation, books and records, and perform any other inspection deemed by the Franchisor to be necessary to protect the standards of quality and uniformity of the System and the Franchisee's performance under this Agreement;

k.

submit to the Franchisor uniform reports and Royalties no later than each Wednesday of each week during the term of this Agreement in accordance with the procedure set forth;

l.

maintain a system of bookkeeping and record keeping approved by the Franchisor, and keep books and records at the business address at all times and make them available during business hours to authorized representatives of the Franchisor for the purpose of verifying the accuracy of the Franchisee's weekly sales reports. If such verification reveals that the Gross Sales reported by the Franchisee to the Franchisor are more than two (2%) percent less than the

Franchisee's actual Gross Sales, the Franchisee shall reimburse the Franchisor for all expenses connected with such verification, including, but not limited to, reasonable accounting and legal fees, and the Franchisee shall pay to the Franchisor immediately any delinquent Royalties, together with the maximum rate of interest allowed by law, calculated from the date when such Royalties would have been paid to the date of actual payment;

m.

use only forms bearing the "ANV Video Alarm Service" names and marks which have been received from the Franchisor or the Franchisor's supplier. The Franchisee agrees to only use those forms received from the Franchisor or the Franchisor's supplier for use in the operation of the business. There shall be a reasonable charge for such forms; and

n.

all signing, graphics, and colors on and in the Premises shall only be those that conform to the Franchisor's then current standard signing, colors, and graphics, and must be approved by the Franchisor, in writing, before any signing, colors, and/or graphics can be displayed in or on the Premises.

7.

Royalty Fee

During the term of this Agreement, the Franchisee shall pay to the Franchisor a continuing royalty (the "Continuing Royalty") equal to five (5) percent of the gross business transacted by the Franchisee (as used in this section, the term "gross business" shall include all dollars received from customers of the Franchised Business exclusive of sales tax). The Continuing Royalty shall be paid weekly on each Tuesday based upon gross business transacted during the preceding calendar week. The Continuing Royalty shall be remitted together with a report showing the computation thereof upon forms provided by the Franchisor.

8.

Advertising Fee

a.

During the term of this Agreement, the Franchisee shall pay to the Franchisor a continuing advertising fee (the "Continuing Advertising Fee") equal to two (2) percent of the gross business as defined in this Agreement, transacted by the Franchisee, payable at the same time and in the same manner as set forth in this Agreement.

b.

The Continuing Advertising Fee shall not be used for general operating expenses of the Franchisor, but shall be used and expended for media costs, commissions, fees, production costs, and other costs of advertising which is published, broadcast, televised, mailed, displayed, or otherwise disseminated either during the calendar year within which such continuing advertising fee is received by the Franchisor or during the immediate succeeding calendar year.

c.

All decisions from time to time regarding whether to utilize national, regional, or local advertising, or some combination thereof, and all decisions regarding selecting of the particular media and advertising content, shall be within the sole discretion of the Franchisor and such agencies or others as it may appoint, provided however, that except for those amounts utilized for national advertising, all monies actually received from the Franchisee shall be spent for the local or regional market area of the Franchised Business.

d.

Nothing herein shall be deemed to prohibit the Franchisee from engaging in any advertising or promotion of his Franchised Business, in addition to the advertising or promotion paid for by the Franchisor, provided such advertising or promotion shall be at the sole cost of the Franchisee and without deduction or credit against any fees or other monies owed by the Franchisee to the Franchisor, and shall be subject to the provisions of Section 8(e) of this Agreement.

e.

The Franchisee shall not use, display, publish, broadcast, or in any manner disseminate any advertising or promotional material unless the same has been first approved in writing by the Franchisor. In the event that the Franchisor from time to time furnishes to the Franchisee any advertising, promotional or informational materials to be used, displayed, or distributed in or about the Premises, the Franchisee agrees to follow the instructions of the Franchisor in connection therewith.

9.

Insurance

a.

The Franchisee shall purchase and at all times during the term of this Agreement shall maintain in full force and effect policies of insurance as follows:

i.

Workman's Compensation insurance, in amounts prescribed by law;

ii.

insurance against all types of public liability including employer's liability insurance, liability insurance under either a comprehensive general liability policy on an occurrence basis or a liability policy, with bodily injury and property damage liability insurance, products liability or completed operations liability insurance; and

iii.

such additional insurance as may be required by the terms of any lease for the Premises or leased equipment.

b.

All policies of insurance required under this section shall be in form and in such amounts as the Franchisor shall reasonably determine with companies reasonably satisfactory to the Franchisor and shall protect, as named insured, the Franchisee, the Franchisor and any other party designed by the Franchisor. All such policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured. The Franchisee shall furnish the Franchisor, any other named insured, and all other persons designated by the Franchisor, certificates issued by each of the Franchisee's insurers indicating that all required insurance is in full force and effect and will not be terminated or changed without at least thirty (30) days prior written notice from the insurer to each certificate holder. New certificates evidencing renewal of such insurance shall be furnished at least thirty (30) days prior to the date of expiration of each such policy. Within five (5) days of any request by the Franchisor, the Franchisee shall deliver the original of all such insurance policies to the Franchisor for examination.

c.

If the Franchisee fails to obtain or maintain any insurance policy continuing all the coverages, clauses and provisions required under this section, the Franchisor may, at its election, obtain and maintain said insurance for and in the name of the Franchisee. Within fifteen (15) days of any written request of the Franchisor, the Franchisee shall furnish all information necessary to obtain and maintain such insurance and shall pay all costs thereof.

10.

Names and Marks and Trade Secrets

a.

The Franchisee hereby acknowledges the validity of the ANV Video Alarm Service names and marks and that the Franchisor is the sole owner of all right, title, and interest therein and that the Franchisor has granted the Franchisee the right to use the Franchisor's names and marks under the terms of this Agreement. The Franchisee agrees to use the ANV Video Alarm Service names and marks in full compliance with

specifications prescribed from time to time by the Franchisor and that all such usage and the good will established from the use of the names and marks shall inure to the exclusive benefit of the Franchisor.

b.

The Franchisee represents and warrants that:

i.

it will not contest, directly or indirectly, the Franchisor's ownership, title, right or interest in the ANV Video Alarm Service names, and marks, trade secrets, methods, procedures, and techniques of the franchise or contest the Franchisor's sole right to register, to use, and to award franchises to others to use such ANV Video Alarm Service names and marks, trade secrets, methods, procedures and techniques and any other mark or name which incorporates the phrase "ANV Video Alarm Service";

ii.

The Franchisee will not use or register or attempt to use or register the ANV Video Alarm Service name or in the name of any other person or entity the phrase "ANV Video Alarm Service" or any variation of any kind utilizing ANV Video Alarm Service names and marks, or any other materials used in the operation of the franchise; and

iii.

The Franchisee will not disclose to any person or entity except in the ordinary course of business, any data or information contained in any guides, manuals, or information that may be provided by the Franchisor from time to time, and the Franchisee will keep and maintain such data and information and other materials furnished to the Franchisee by the Franchisor as trade secrets.

11.

Restrictions on Change of Ownership

a.

All rights and interests of Franchise business ownership arising from this Agreement are personal to the Franchisee and except as otherwise provided in this Agreement the Franchisee shall not, without the Franchisor's prior written consent, voluntarily or involuntarily sell, assign, transfer or encumber its interest in this Agreement, the ANV Video Alarm Service name, or any variation of said name, and/or in the franchise herein granted. Any sale, assignment, transfer or encumbrance of this Agreement or the franchise granted without the prior written permission of he

Franchisor shall be null and void and not valid or binding in any legal action.

b.

Prior to the Franchisor's approval, new owner need to pay \$5,000 franchise transfer fee plus \$200.00 training fee. Training must be attended as one of the terms for the transfer of the Franchised Business.

c.

If the Franchisee shall sell the business and the new owner does not want to own a Franchised Business, it is understood by the Franchisee that the Franchisee shall make it clear that the new owner that the Franchisee does not own the ANV Video Alarm Service name and therefore the new owner must change the name, and any and all variations thereof, colors, and any other identifying marks of the Premises within 14 days of the sale or transfer so as not to confuse the public into believing that the new business is owned and operated by a the Franchisee.

12.

Protection of System

If the Franchisee learns of any actual or threatened infringement of piracy of the names and marks, trade secrets, methods, procedures or techniques used in the Franchise Business or of any infringement or piracy claim made against the Franchisee by a party other than the Franchisor, the Franchisor shall in the exercise of its sole discretion determine what action, if any, to take with respect to the foregoing and shall bear the expense of any such action.

13.

Telephone Service

The Franchisor, at its option, shall have the sole right to obtain telephone service for the Franchisee's use at the Premises which service shall include a separate number for telephone and a separate number for fax. The Franchisor shall own all telephone numbers and listings associated with the Premises or with the Franchised Business. The Franchisee shall remit monthly payments to cover the cost of telephone service directly to the appropriate telephone service provider.

14.

Relationship of the Parties: Indemnification

a.

The relationship between the Franchisor and the Franchisee is strictly that of a franchisee and a franchisor and the Franchisee is an independent contractor. This Agreement does not create a joint venture, partnership, bond, employment arrangement, relationship, or alliance except as described in this Agreement and any act of omission of either party shall not bind or obligate the other.

b.

The Franchisee agrees that the Franchisor has entered into this Agreement in reliance upon and in recognition of the fact that the Franchisee will have full responsibility for the management and operation of the Franchised Business and that the amount of profit or loss resulting from the operation of the Franchised Business will be directly attributable to the performance of the Franchisee.

c.

The Franchisee shall protect, indemnify and save the Franchisor harmless against any and all claims, demands, losses, damages (including punitive damages), costs, suits, judgments, penalties, expenses, and liabilities of any kind or nature arising directly or indirectly out of or in connection with the operation of the business.

d.

The Franchisee recognizes that nothing contained in this Agreement shall be construed as giving to the Franchisee or to any other person or entity, any right or interest in the ANV Video Alarm Service names and variations thereof, and marks, trade secrets, methods, procedures, or techniques developed by the Franchisor and used throughout the System.

Further, nothing contained in this Agreement shall be construed as limiting the Franchisor's right, title or interest in the ANV Video Alarm Service names and marks, trade secrets, methods, procedures and

techniques which are a part of the System or the Franchisor's sole and exclusive right to register, to use and to award franchises to others to use such names and marks, trade secrets, methods, procedures and techniques.

e.

In all public records and in his relationship with third parties as well as on letterheads and business forms, the Franchisee shall indicate its independent ownership of the business and that it is an ANV Video Alarm Service Franchisee. The Franchisee agrees to conspicuously display inside the franchise a notification sign, provided by the Franchisor, that it is solely an independent business person and a Franchisee of the Franchised Business.

15.

Termination

a.

The Franchisor, at its option, and without prejudice to any other rights or remedies which it may have hereunder, at law or in equity, may terminate this Agreement:

i.

immediately and without prior notice if in the sole judgment of the Franchisor, the Franchisee breaches Subsections 6(a) or 6(b) of this Agreement; or

ii.

if the Franchisee is delinquent in the payment of the Continuing Royalty or the Continuing Advertising Fee, or any other payment due to the Franchisor and if the default is not cured within ten (10) days after the Franchisor gives notice in writing to cure such default;

iii.

immediately and without prior notice if the Franchisee shall be adjudicated a bankrupt; if a receiver is appointed by a court of competent authority; if it makes a general assignment for the benefit of its creditor; if execution is levied against his business or property; if the Franchisee abandons the Premises or ceases its operation for a period of more than five (5) consecutive regular business days without prior written approval from the Franchisor; or

iv.

if the Franchisee defaults in the performance of any of the other terms, conditions and obligations of this Agreement or of its lease for the Premises at which the Franchised Business is located and if the default is not cured within thirty (30) days after the Franchisor gives notice to the Franchisee in writing to cure such default.

b.

Notwithstanding anything contained herein to the contrary, the Franchisor shall not be required to give the Franchisee notice in the case of a default hereunder or to afford the Franchisee any period within which to cure the same and the Franchisor may terminate this Agreement immediately and without prior notice on any default if, within twelve (12) months immediately preceding the occurrences of such default, the Franchisee has been given notice of any default hereunder on two (2) prior occasions, whether or not such default has been cured.

c.

If there are now, or hereafter shall be, other franchise agreements in effect between the Franchisor and the Franchisee, a default by the Franchisee under the terms and conditions of this or any other of such agreements, shall at the option of the Franchisor, constitute a default under all such agreements.

16.

Effect of Termination

Upon the termination of this Agreement for any reason, including, without limitation, termination upon the expiration of its current term by virtue of the Franchisee's failure to renew this Agreement as provided in Section 2 of this Agreement, the Franchisee shall cease to be an ANV Video Alarm Service Franchisee.

a.

The Franchisee agrees to:

i.

promptly pay the Franchisor all amounts owing from the Franchisee to the Franchisor;

ii.

immediately discontinue the use of all the Franchisor's names and marks and any variation thereof, signs, structures, forms of advertising, colors, stationery, telephone listings and service, uniforms, manuals, and all materials and products of any kind which are identified or associated with the ANV Video Alarm Service franchise;

iii.

thereafter to make no representations or statements electronically, in word, or print, or in any other manner that the Franchisee is or ever was in any way approved, endorsed or awarded a franchise by the Franchisor or associated or identified with the Franchisor in any manner whatsoever or that the Franchisee is or was a former ANV Video Alarm Service Franchisee; and

iv.

immediately to take all steps necessary to amend or terminate any registration or filing containing the ANV Video Alarm Service names and marks in order to effectuate the removal of the ANV Video Alarm Service names and marks from such a registration or filing, and all equipment and or products.

b.

If, within five (5) days after termination notice, the Franchisee fails to remove all displays of the Franchisor's names and marks and variations thereof, signs, structures, forms of advertising, colors, stationery, telephone listings and service, uniforms, manuals, and all materials and products of any kind which are identified or associated with ANV Video Alarm Service franchise from the Premises and/or operation of the business, the Franchisee hereby irrevocably authorizes the Franchisor to enter the Premises to effect removal of such material. In such event, the Franchisor shall not have liability to the Franchisee for doing so.

c.

If, within three (3) days after termination the Franchisee has not taken all steps necessary to amend, transfer or terminate telephone listings and service, any registration or filing of any fictitious name or any other registration or filing containing the ANV Video Alarm Service names and marks, the Franchisee hereby irrevocably nominates, constitutes and appoints the Franchisor or any prothonotary, clerk of court, or an attorney of any court of record as its true and lawful attorney for it and in its name and on his behalf to take all such action as may be necessary to amend, transfer or terminate all such telephone listings, and service, registrations and filings of such fictitious name or any other registration or filing containing the ANV Video Alarm Service names and marks, without liability to the Franchisee for so doing. In the event any action is required to be taken by or on behalf of the Franchisor pursuant to this subsection, the telephone company and all listing agencies, without

liability to the Franchisee, may accept this Agreement and the directions by or on behalf of the Franchisor as conclusive of the exclusive rights of the Franchisor in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer.

d.

Termination of this Agreement shall not effect, modify or discharge any claims, rights, causes of action or remedies, which the Franchisor may have against the Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

e.

The Franchisee hereby irrevocably authorizes the Franchisor to enter upon and take possession of the Franchised Business and to take in the name of the Franchisee, all other actions necessary to effect the provisions of this section, and any such entry or other action shall not be deemed a trespass or other illegal act, and the Franchisor shall not be liable in any manner to the Franchisee for so doing.

17.

Covenant Not to Compete

a.

The Franchisee covenants and agrees that, during the term of this Agreement and any renewal period thereof, the Franchisee shall not, without the prior written consent of the Franchisor, either individually or in partnership or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit their names or any part thereof to be used or employed in any business operating in competition with or similar to the Franchised business.

b.

In the event of termination of this Agreement for any reason whatsoever, the Franchisee, in consideration of the Franchisor entering into this Agreement, shall not, without the prior written consent of the Franchisor, at any time during the period of five (5) years from the date of such termination either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, company or syndication as principal, agent, shareholder, or in any other manner whatsoever carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed by any person or persons, firm, association, syndicate, company or corporation engaged in or concerned with or interested in any business competitive with or similar to the Franchised business at the premises or within a two mile radius of the premises.

c.

In the event the Franchisee is a corporation, the Franchisee covenants and agrees to deliver to the Franchisor at any time the Franchisor may request, the written acknowledgement of such directors, officers, shareholders or employees of the Franchisee, as the Franchisor shall in its discretion determine, acknowledging that they have reviewed the provisions of this paragraph and that they agree to abide by and be bound by all such provisions.

1.

Arbitration

a.

If, at any time during the continuance of this Agreement or after the termination thereof, any dispute, difference or question shall arise between or among any of the parties hereto or their heirs, executors, administrators, successors or assigns touching or concerning the construction, meaning or effect of this Agreement or any agreement or covenant entered into pursuant to this Agreement or the termination of this Agreement or the termination of any such agreements or covenants (other than a matter dealt with in this agreement or any agreement or covenant entered into pursuant thereto whereby such agreement or covenant specifically states that a certain determination shall be final and binding), or the rights or obligations of the parties hereto or their heirs, executors, administrators, successors or assigns, then subject to the exceptions referred to hereinbefore, every such dispute, difference or question shall be submitted to and settled by arbitration and the decision of the arbitrator, appointed as hereinafter provided, to deal with such matter shall be accepted by all the parties to such dispute, difference or question and their heirs, executors, administrators, successors and assigns. The arbitration shall be conducted by a single arbitrator agreed upon by the parties to the matter.

b.

If, within five (5) days after notice of the matter has been given by one of such parties to the other or others, such parties cannot agree upon a single arbitrator, then in such event, the arbitration shall be conducted by a single arbitrator appointed by a judge of the Supreme Court of British Columbia on the application of any such party with notice to the other or others. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act of British Columbia* and of any amendment thereto, or of any successor statute thereof, in force at the time of such dispute, difference or question. The decision of the arbitrator shall be binding upon all the parties to such dispute, difference or question, and there shall be no appeal therefrom. The prevailing party shall be entitled to an award of arbitration costs.

c.

The parties hereto agree to the said arbitration without exception and having independently reviewed this provision and have initialed same to indicate their intention in that regard.

The Franchisee _____ The Franchisor _____

2.

Waiver

A waiver of any violation of this Agreement or delay or omission on the part of the Franchisor to exercise any right arising from any violation of this Agreement shall not impair its rights to any future violations.

3.

Notice

a.

All notices, consents, approvals, statements, authorizations, documents, or other communications (collectively "Notices") required or permitted to be given hereunder shall be in writing, and shall be delivered personally or mailed by registered mail, postage prepaid, to the said parties at their respective addresses set forth hereunder, namely:

To the Franchisor at:

To the Franchisee at:

or at any such other address or addresses as may be given by any of them to the other in writing from time to time.

b.

Such Notices, if mailed, shall be deemed to have been given on the second business day (except Saturdays and Sundays) following such mailing, or, if delivered personally, shall be deemed to have been given on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, the such notice shall not be effective unless delivered.

4.

Severability

If any portion of this Agreement shall be held invalid or unenforceable, the validity of the remaining portions shall be unaffected and this Agreement shall remain in full force and effect as if it had been executed with the invalid portion omitted.

5.

Caveat

It is agreed that no earnings claims or representations of success have been made to the Franchisee by the Franchisor nor does the Franchisor guarantee the success of the Franchisee's business. The Franchisee understands and recognizes that the success of the Franchised Business is the sole responsibility of the Franchisee and will be a result of efforts and business decisions made by the Franchisee.

6.

Independent Legal Advice

The Franchisor encourages the Franchisee to seek independent legal advice of an attorney in evaluating this Agreement,

and will provide the Franchisee with a credit of \$100 toward an attorney's fee. If an attorney is not used by the Franchisee, the said \$100 credit will accrue to the Franchisee. Such credit in either case will be deducted from the first week's Royalty as described in Section 7 of this Agreement.

7.

Entire Agreement

This Agreement contains the entire agreement between the Franchisee and the Franchisor. There are no representations either oral or written except those contained in this Agreement. Any change to this Agreement may only be by a written addendum which is signed by the Franchisee and the Franchisor and is attached to this Agreement. The Franchisee warrants that it has not received any oral promises of any kind, from anyone in connection with the signing of this Agreement and that all agreements and understandings between the parties have been incorporated totally and without exception in this Agreement. It is agreed and understood that this Agreement has been signed at the headquarters or regional office of the Franchisor.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above mentioned.

SIGNED, SEALED and DELIVERED

)

[The Franchisor]

in the presence of :

)

Per:

)

)

)

)

Authorized Signatory

)

SIGNED, SEALED and DELIVERED

)

[The Franchisee]

in the presence of :

)

Per:

)

)

)

)

Authorized Signatory

)

APPENDIX A

INITIAL FRANCHISE FEE

1. Your estimated initial investments for an ANV Video Alarm Service store are:

Estimated Costs	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee	\$25,000.00(1)	Lump Sum	Signing Agreement	The Franchisor
First Month's Rent	\$500.00-\$2,000.00 (2)	Lump Sum	When Lease Signed	Landlord
Rent Security Deposit	\$500.00-\$2,000.00 (3)	Lump Sum	When Lease Signed	Landlord
Furn, Fix, Equipment	\$8,000.00(4)	Lump Sum	When Purchased	Supplier
Inventory	\$8,000.00(5)	Lump Sum	When Purchased	Supplier
Training	\$200.00 (6)	Lump Sum	Prior to Training	The Franchisor
Supplies	\$1,000.00 (7)	Lump Sum	Prior to Training	The Franchisor
Grand Opening Advertising	\$2,000.00 (8)	Lump Sum	When Ordered	Media
Remodeling	\$7,000.00 (9)	Lump Sum	When Purchased	Various
Exterior sign	\$3,000.00(10)	Lump Sum	When Installed	Supplier
Working Cap.	\$7,800.00(11)	Lump Sum	When Purchased	Various

Estimated Total : \$63,000.00 to \$66,000.00

2. Your estimated initial investments as an ANV Video alarm Service agent are:

Edgar Filing: ANV SECURITY GROUP INC. - Form 10-12G

Estimated Costs	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee	\$30,000.00(1)	Lump Sum	Signing Agreement	The Franchisor
Furn, Fix, Equipment	\$1,000.00(4)	Lump Sum	When Purchased	Supplier
Inventory	\$5,000.00(5)	Lump Sum	When Purchased	Supplier
Training	\$200.00 (6)	Lump Sum	Prior to Training	The Franchisor
Supplies	\$300.00 (7)	Lump Sum	Prior to Training	The Franchisor
Grand Opening Advertising	\$1,000.00 (8)	Lump Sum	When Ordered	Media
Working Cap.	\$2,000.00(11)	Lump Sum	When Purchased	Various

Estimated Total : \$39,500.00

The Franchisee's Premises shall be located within the following area:

The Franchisor acknowledges receipt of the Initial Franchise Fee in the amount of \$_____.

Initial Franchise Fee accepted by

[Franchisee]

Per:

Authorized Signatory

EXPLANATION OF INVESTMENT

INITIAL FRANCHISE FEE:

(\$25,000.00/30,000.00)

When the Franchise Agreement is signed the Franchisee shall submit the Initial Franchise Fee of \$_____ which includes the services described below:

Grant of Franchise

Use of The Franchisor's name and System

Exclusive territory

Agreement with continuing renewals

Premises identity assistance

Lease negotiation assistance

Interior layout design

Exterior layout design

Personnel selection screening and qualifying

Inventory acquisition assistance

Exterior sign design and acquisition

Interior sign design and acquisition

FIRST MONTH'S RENT:

(\$500.00/2,000.00)

When the lease for the Premises is signed the Landlord will expect to receive the first month's rent which is estimated to be \$_____. The rent can be more or less than the above estimate depending upon the market, size of building, condition of building, economic factors, and more. The Franchisee will be aware of the amount of rent before approving the building and can accept or reject the rent factor and the building.

RENT SECURITY DEPOSIT: (\$500.00/2,000.00)

When the lease for the Premises is signed the Landlord will expect to receive a security deposit equal to the amount of the monthly rent. If the Landlord requires more than a one month's rent as security deposit the Franchisor will attempt to negotiate for one month. In the event the Landlord demands more than one month's security deposit, the Franchisee will have the option of accepting or rejecting the lease in which case another building will be selected.

FURNITURE, FIXTURES, EQUIPMENT (\$8,000.00)

This amount is to include the estimated cost for furniture, fixtures, and equipment. In some cases such products can be leased which would reduce the cost. Upon request an itemized list of the furniture, fixtures, and equipment will be supplied to you.

INVENTORY (\$8,000.00)

Includes a balanced selection of high quality inventory determined by the needs of the market. This initial inventory will enable you to efficiently fill your needs. Upon request an itemized list of the inventory will be supplied to you.

TRAINING (\$200.00)

Franchise shall provide 2 days for training. Prior to the training the Franchisee shall submit the Training Fee of \$(200.00) to the Franchisor. Training shall include 2 days of operational training at a facility in Richmond, British Columbia. Training will cover a complete range of operational subjects necessary to operate the business. The Franchisee is responsible for the cost of travel to and from training, and living expenses during training.

OPERATING SUPPLIES (\$1,000.00)

In this category all printed materials to last you several months such as forms, stationery, bags, etc. required to operate the Franchised Business.

GRAND OPENING ADVERTISING (\$2,000.00)

To maximize customer traffic in the initial opening 3-5 week period, the Franchisor will arrange for the advertising, promotion and public relations, and recommend the appropriate media contacts; however, Franchisee shall place and pay for the advertising and promotion which can include local newspapers, mailers, flyers, coupons, public relations, banners, temporary signing, etc.

REMODELING (\$7,000.00)

This cost can vary depending upon the condition of the Premises and the work that has to be done.

EXTERIOR SIGN (\$3,000.00)

Signing shall include _____.

WORKING CAPITAL/MISC. (\$7,800.00)

This amount covers all miscellaneous costs such as permits, licenses, uniforms, credit card machines, and 6 months of working capital.

APPENDIX B

OPTION AGREEMENT

In order for this Option Agreement to be valid, it must be signed and the Option Price paid when the attached Franchise Agreement is signed and the Initial Franchise Fee is submitted by the Franchisee to the Franchisor.

It is hereby agreed between the Franchisee (store only) and the Franchisor the following:

Upon signing of this Option Agreement, the Franchisee (store only) shall have the right to open an additional ANV Video Alarm Service franchise store for an Initial Franchise Fee of \$20,000.00 (the "Option Price") and shall be fully earned by the Franchisor when paid and non-refundable for any reason.

This additional one ANV Video Alarm Service franchise store may be opened anytime during the initial term of the attached Franchise Agreement but may not be opened within one (1) kilometer of any existing or previously awarded and as yet unopened ANV Video Alarm Service franchise. The exact location of the optioned additional one franchise store must be approved in writing by the Franchisor prior to the location being secured by the Franchisee's signing of a lease or opening of the Franchised Business.

It is agreed that any controversy arising out of this Agreement shall be governed in accordance with paragraph 18 of the Franchise Agreement.

This Option Agreement, and the rights, terms and conditions under this Agreement are the sole and exclusive property of the Franchisee and cannot be sold, transferred, bartered, assigned, exchanged, awarded, or in any way encumbered or past on to any other person or entity for any reason. If in any case this Agreement is past from the Franchisee to another party, in any percentage or form, for any reason, it shall be void, and this Agreement shall not be honored by the Franchisor.

SIGNED, SEALED and DELIVERED

)

[The Franchisor]

in the presence of :

)

Per:

)

)

)

)

Authorized Signatory

)

SIGNED, SEALED and DELIVERED

)

[The Franchisee]

in the presence of :

)

Per:

)

)

)

)

Authorized Signatory

)

Exhibit 10.6

ANV Video Alarm Service Agreement

ANV VIDEO ALARM SERVICE INC.

#2105-11871 Horseshoe Way, Richmond, BC.V7A 5H5

Tel : (604) 277-6606 Fax : (604) 277-6626 Website: www.anvsystem.com

Name:

(the "Customer")

Address:

(the "Premises")

Phone no. to receive voice message:

() -

Cell Phone no. to receive SMS:

() -

Email Address:

Service contract length: 1 Year.

Service Plans:

() **Plan 25** - 25 credits per month ;\$C up to 25 times of SMS/Email/Uploading/Voice notification, each additional use; when the 25 credits are used up, is charged with 1 **credit**.

() **Plan 50** - 45 credits per month ;\$C up to 50 times of SMS/Email/Uploading/Voice notification, each additional use; when the 50 times of use are used up, is charged with 0.9 **credits**, or each time of the use will deduct 0.9 credits from the user's account.

()

Plan 100 - 80 credits per month ;\$C up to 100 times of SMS/Email/Uploading/Voice notification, each additional use; when the 100 times of use are used up, is charged with 0.8 **credits**, or each time of the use will deduct 0.9 credits from the user's account.

Service Fees: **Plan 25: \$25.00**, **Plan 50: \$45.00**, and **Plan 100: \$80.00** per month plus tax. Usage of your account in our web site: www.usci8.com. Monitoring service include alarm notification as your plan per month. Extra alarm notification will deduct your credit from your account as the plan you sign up. Please note if you do not have credit in your account, the alarm notification function will not work until you buy credit again.

Customer Authorization:

This agreement is between ANV VIDEO ALARM SERVICE INC. (the "Company") and the Customer named on this agreement. By signing this document, the Customer acknowledges that the Customer, or, if the Customer is a corporation, the Customer's authorized agent, has read and understand all the terms and conditions contains in this agreement. If the Customer is a corporation, the undersigned acknowledges he/she has the authority to bind the corporation.

Customer Signature

Date

or:

[Name of Corporation]

Per:

Authorized Signatory

Date

Terms & Conditions:

1. PAYMENTS.

All charges are payable in advance. The initial term of this contract is for one (1) year. Our alarm monitoring and notification services will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. This contract will automatically renew for successive thirty (30) day terms unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If terminated, this contract ends on the last day

of the then-current term. You authorize us to obtain a non-investigative consumer report about you from a consumer reporting agency at any time during the term.

2. YOUR EARLY TERMINATION OF THIS CONTRACT.

You agree that the charges due under this contract are based on your agreement to receive and to pay for the services for three (3) full years. Accordingly, you agree that if you terminate this contract during its initial term, you will pay us an amount equal to 75% of the charges to be paid by you during the remaining initial three (3) year term of this contract. This amount is a contract termination charge and is not a penalty. No contract termination charges are due if you terminate during the thirty (30) day renewal period(s).

3. INCREASES IN CHARGES.

We have the right to increase the annual service charge at any time after the first year. If you give us a written objection to the increase within thirty (30) days of your receipt of notice of the increase, and if we do not waive the increase, then you may terminate this contract effective thirty (30) days after our receipt of your written notice of termination. In this situation, you will not have to pay the early termination charges described in paragraph 2.

4. ADDITIONAL CHARGES AND OFFSET RIGHTS.

You agree to pay all directly or indirectly imposed false alarm assessments, taxes, fees or other charges, or any other governmental body. You agree to pay all extra fee charges that over the monthly limit. You agree to pay to us any increases in our cost for facilities used for transmitting alarm signals under this contract. You agree to pay a service charge if alarm at your premises because you improperly followed operating instructions, failed to properly lock or close a window, door or other protected point or improperly adjusted IP cameras, monitors or accessories. Upon the early termination or the expiration of this contract, you agree that we have the right to offset against any amounts or credits that we might owe to you, including: (a) service charges for thirty (30) days, if the required written termination notice set forth in paragraph 1 above is not provided by you; (b) the contract termination charges set forth in paragraph 2 above; and, (c) any other additional charges, amounts or deposits that you owe to us. If the amount of the offset equals or exceeds the amount that we owe to you or if we owe you a credit of five dollars (\$5.00) or less, you agree that we will not be obligated to refund any amounts to you and you waive your right to receive this refund amount.

5. WE ARE NOT AN INSURER.

We are not an insurer and you will obtain from an insurer any insurance you desire. The amount you pay us is based upon the services we perform and the limited liability we assume under this contract and is unrelated to the value of your property or the property of others located in your premises. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

6. NO LIABILITY; LIMITED LIABILITY.

It will be extremely difficult to determine the actual damages that may result from our failure to perform our duties under this contract. You agree that we and our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the services (including internet/website services) we perform or the systems we provide under this contract. If it is determined that we or any of our agents, employees, subsidiaries, affiliates or parent companies are directly or indirectly responsible for any such loss, damage, injury or other consequence, you agree that damages shall be limited to the greater of \$500 or 10% of the annual service charge you pay under this contract. These agreed upon damages are not a penalty. They are your sole remedy no matter how the loss, damage, injury or other consequence is caused, even if caused by our negligence, gross negligence, failure to perform duties under this contract, strict liability, failure to comply with any applicable law, or other fault. At your request, we may assume additional liability by attaching an amendment to this contract stating the extent of our additional liability and the additional cost to you. You agree that we are not an insurer even if we enter into any such an amendment.

7. EXCLUSIVE DAMAGES REMEDY.

Your exclusive damage and liability remedies are set forth in paragraph 6 above. We are not liable to you or any other person for any incidental or consequential damages.

8. HOLD HARMLESS.

In the event any lawsuit or other claim is filed by any other party against us or our agents, employees, subsidiaries, affiliates or parent companies arising out of the services we perform or the systems we provide under this contract, you agree to be solely responsible for, and to indemnify and hold us completely harmless from, such lawsuit or other claim including your payment of all damages, expenses, costs and attorneys' fees. These obligations will survive the expiration or earlier termination of this contract. These obligations will apply even if such lawsuit or other claim arises out of our negligence, gross negligence, failure to perform duties under this contract, strict liability, failure to comply with any applicable law, or other fault.

9. OTHER PARTY'S LIMITATION.

If you purchased our services or systems through another business or person, or from us through a referral from another business or person, you agree that such other business or person acts solely as an independent contractor. Such business or person shall have no responsibility or liability to you for the performance or nonperformance of the system or services we provide under this contract. Without limiting the above, you agree that the liability of such other business or person is, in any event, limited in accordance with the provisions of this contract, including but not limited to paragraphs 5, 6, 7, 8, 9 and 10. You agree that such business or person and its agents, employees, subsidiaries, affiliates and parent companies may invoke all of our rights under these paragraphs.

10. TIME TO FILE LAWSUIT OR OTHER ACTION.

You agree to file any lawsuit or other action you may have against us or our agents, employees, subsidiaries, affiliates or parent companies within one (1) month from the date of the event that resulted in, the loss, injury, damage or liability or the shortest duration permitted under applicable law if such period is greater than one (1) month.

11. INSTALLATION.

You or our authorized agent will install the equipment under the following conditions: (a) Your premises will be available without interruption during our normal working hours; (b) You understand that the installation will require drilling into various parts of your premises; (c) You will provide 110 ac electrical outlets for your IP camera and network locations designated by you; (d) You will make arrangements for lifting and replacing carpeting, if required, for your installation of floor mats or wiring; and, (e) You warrant that you: (i) requested the equipment and services specified in this contract for your own use and not for the benefit of any other party; (ii) own the premises where the equipment is being installed or that you have the authority to install such equipment in the premises; and, (iii) will comply with all laws, codes and regulations pertaining to the equipment we install and the services we provide under this contract.

12. ALARM MONITORING AND NOTIFICATION SERVICE.

We will provide alarm monitoring and notification services. If there is an alarm occur in your premises. You are responsible to check your premises and decide for your next action. We are not responsible to attempt to notify the appropriate police department or fire department or, if guard response service is being provided, we will, for an alarm that requires police response, endeavor to dispatch a representative to make an investigation of the exterior of the premises from his vehicle and, upon evidence of an attack, we will endeavor to notify the appropriate police department. You agree that we shall have no liability pertaining to any two way voice communications or internet or other video recordings or their publication. You understand that the equipment we provide may not operate with other companies' alarm monitoring equipment. This may prevent you from using such equipment in the event you terminate our services. You understand that local laws, ordinances or policies may restrict our ability to provide the alarm monitoring and notification services described in this contract and/or necessitate modified or additional services and related charges to you.

13. FAMILIARIZATION PERIOD.

You agree that during a seven (7) day familiarization period, or such period as required by law, following completion of the installation and the communications connection to our alarm monitoring center (and during any applicable extensions) we have no obligation to, and will not, respond to any alarm signal from your premises that is received at our alarm monitoring center. You also agree that during such period we have no obligation to, and will not, notify any authorities, you or your designated representative, or take any other action with regard to any alarm signal we receive, even if due to an actual emergency event.

14. FAILURE TO PAY CHARGES OR HONOR CONTRACT.

If you fail to make any payment when due or fail to honor any other term or condition of this contract, we may stop providing the alarm monitoring and notification services and repossess without notice. You agree that we have no liability if we stop providing the alarm monitoring and notification services. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you a late fee at the highest legal amount for each month that a payment is not received or interest at the highest legal rate on the unpaid amount, by stopping to provide the alarm monitoring and notification services.

15. COMMUNICATION FACILITIES.

(a) Authorization: You authorize us, on your behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this contract (referred to as "telephone company"). (b) Internet and Network Connection: You understand that it is your responsibility to maintain these facilities in working conditions in all time to have your alarm monitor service working properly.

16. CANCELLATION.

We may, at any time, cancel this contract at our option if: (a) Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; (b) We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or other agency, or between our alarm monitoring center and the applicable fire or police department or other agency; (c) You fail to follow our recommendations to repair or replace any defective parts of your equipment; (d) You fail to follow our operating instructions for the system; or, (e) We determine that it is impractical to continue service due to the modification or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this contract with or without notice at our option if: (a) You fail to pay any monies when due under this contract; (b) You fail to comply with any other term or condition of this contract; (c) You fail to maintain your premises in a safe and sanitary condition; or, (d) You change to a telephone/communications service incompatible with alarm signal transmission. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination.

17. ASSIGNMENT.

You may not assign this contract without our prior written consent. We have the right to assign this contract or to subcontract any of our obligations under it without notifying you.

18. DELAYS.

We have no responsibility or liability to you or any other person for delays of our services, regardless of the reason, or for any resulting consequences. We have no responsibility or liability for interruptions of service, or any resulting consequences, whether due to strike, riot, flood, fire, terrorism, act of god, or any other cause beyond our control. During any such service interruption, we have no obligation to supply you substitute services.

19. ELECTRONIC MEDIA.

You agree that we may scan, image or otherwise convert this contract into an electronic format of any nature. You also agree that a copy of this contract produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Likewise, you agree that our receipt by fax of the contract signed by you legally binds you and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

20. ENTIRE AGREEMENT.

This contract constitutes our entire agreement. By signing it you admit that you are not relying on our advice or advertisements. You agree that you and we are not bound by any representation, promise, condition, inducement or warranty, express or implied, that is not included in writing in this contract. The terms and conditions of this contract apply as printed without alteration or qualification, unless a change is approved in writing by our authorized representative. The terms and conditions of this contract shall govern even if you submitted a purchase order or other document with inconsistent or additional terms and conditions. If a court determines that any provision of this agreement is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by state law, however, each and every other provision of this agreement shall continue to be valid and enforceable.

Bottom of Form

Exhibit 10.7

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 21th day of May, 2009 (the "Execution Date"),

BETWEEN

**Canada ANV Systems Inc. of 2105-11871 Horseshoe Way,
Richmond, BC, V7A 5H5**(the "Seller")

OF THE FIRST PART

**and 1249068 Alberta Ltd.
(the "Purchaser")**

OF THE SECOND PART

BACKGROUND

A.

The Seller is the owner of record of an aggregate of 5,000,000 Class "B" no Voting, CAD 0.20 per share shares (the "Shares") of Canada ANV Systems Inc. (the "Corporation").

B.

The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Purchase and Sale

1.

The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of Sixty Thousand Dollars (\$60,000 CAD) (the "Purchase Price").

2.

A deposit of \$0.00 CAD will be payable by 21th May, 2009. The balance of \$60,000 CAD will be payable on closing of this Agreement.

3.

All payments will be in the form of certified cheque, wire transfer, or bank draft of immediately available funds. In the case of a direct wire transfer the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date. **Representations and Warranties of the Seller**

4.

The Seller warrants and represents to the Purchaser as follows:

a.

The Seller would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.

b.

Except as provided in the incorporating documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.

c.

The Seller is the owner in clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or adverse claim or other restriction that would prevent the transfer of clear title to the Purchaser.

d.

The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.

e.

There is no legal action or suit pending against any party, to the knowledge of the Seller, that would materially affect this Agreement.

Representations and Warranties of the Purchaser

5.

The Purchaser warrants and represents to the Seller as follows:

a.

The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.

b.

The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.

c.

There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.

Closing

6.

The closing of the purchase and sale of the Shares (the "Closing") will take place on 21th May, 2009 (the "Closing Date") at the offices of the Seller or at such other time and place as the Seller and the Purchaser mutually agree. At Closing and upon the Purchaser paying the balance of the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser duly executed transfers of the Shares. **Expenses**

7.

All parties agree to pay all their own costs and expenses in connection with this Agreement. **Finder's Fees**

8.

No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

9.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.**Dividends**

10.

Any dividends earned by the Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.

11.

Any rights to vote attached to the Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.**Governing Law**

12.

The Purchaser and the Seller submit to the jurisdiction of the courts of the Province of British Columbia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of British Columbia.**Additional Terms**

13.

Buyer cannot sell it's shares to any other investor before ANV System IPO .

14.

If buyer cannot payoff all the purchase fund into ANV System's account in closing day, the deposit cannot be return to buyer.**Miscellaneous**

15.

Time is of the essence in this Agreement.

16.

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

17.

All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

18.

This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

19.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

20.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

21.

This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

22.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

23.

Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

24.

All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 21th day of May, 2009.

Canada ANV Systems Inc.

per: _____(SEAL)

1249068 Alberta Ltd.

per: _____(SEAL)

Exhibit 22.1

BC LOGO

British Columbia

Number: BC0777506

CERTIFICATE
OF
INCORPORATION
BUSINESS CORPORATIONS ACT

I Hereby Certify that CANADA ANV SYSYSTEMS INC. was incorporated under the Business Corporations Act on December 18, 2006 at 12:00 PM Pacific Time.

Issued under my hand at Victoria, British Columbia

On December 18, 2006

(signature)

RON TOWNSHEND

Registrar of Companies

Province of British Columbia

Canada

Attachment: Articles of Canada ANV Systems Inc. Total 18 pages

Exhibit 23.1.1

To Whom It May Concerns:

The firm of Stan J.H. Lee, Certified Public Accountants, consents to the inclusion of our report of September 14, 2009, on the reviewed financial statements of ANV Security Group, Inc. Inc. as of June 30, 2009 and for the 3-months period then ended in any filings that are necessary now or in the near future with the U.S. Securities and Exchange Commission.

Very truly yours,

/s/ Stan J.H. Lee, CPA

Stan J.H. Lee, CPA

September 14, 2009

Fort Lee, NJ 07024

Exhibit 23.1.2

Consent of Independent Certified Public Accountants

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Dated: June 05, 2009

To Whom It May Concern:

The firm of Stan J.H. Lee, CPA consents to the inclusion of our report of May 29, 2009 on the audited consolidated financial statements of Canada AVN Systems Inc. as of March 31, 2009 and 2008, in any filings that are necessary now or in the future with the U.S. Securities and Exchange Commission.

Very truly yours,

Stan J.H. Lee, CPA

Fort Lee, NJ 07024

Endnotes

Stan J.H. Lee, CPA

2160 North Central Rd Suite 203 Fort Lee NJ 07024

Mailing Address: P.O. Box 436402 San Ysidro CA 92143-9402

619-623-7799 Fax 619-564-3408 stan2u@gmail.com