As filed with the Securities and Exchange Commission on June __, 2000

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM SB-2

Registration Statement Under
THE SECURITIES ACT OF 1933

wowtown.com, Inc
(Exact name of registrant as specified in charter)

Delaware		
7372	98-0204758	
(State or other jurisdiction of incorporation)	(Primary Standard Classification Code Number)	(IRS Employer I.D. Number)

999 West Hastings St., Suite 450
Vancouver, British Columbia V6C 2W2
604-633-2556
(Address and telephone number of principal executive offices)

999 West Hastings St., Suite 450
Vancouver, British Columbia V6C 2W2
604-633-2556
(Address of principal place of business or intended principal place of business)

Stephen C. Jackson
Secretary
999 West Hastings St., Suite 450
Vancouver, British Columbia V6C 2W2
604-633-2556
(Name, address and telephone number of agent for service)

Copies of all communications, including all communications sent to the agent for service, should be sent to:

William T. Hart, Esq.
Hart & Trinen
1624 Washington Street
Denver, Colorado 80203
303-839-0061

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
As soon as practicable after the effective date of this Registration Statement

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Securities to be Registered	Proposed Maximum Offering Price Per Unit (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common stock (2)	1,000,000	$1.00	$1,000,000	$264
Common stock (3)	2,890,747	$0.87	2,514,950	644
Common stock (4)	1,250,000	$0.87	1,087,500	288
Total	5,140,747		$4,602,450	$1,216

(1) Offering price computed in accordance with Rule 457(c).
(2) Shares of common stock offered by Company.
(3) Shares of common stock offered by selling stockholders.
(4) Shares of common stock issuable upon conversion of Company's Series A preferred stock (includes additional shares may be issued due to potential adjustments to the conversion price).

Pursuant to Rule 416, this Registration Statement includes such indeterminate number of additional securities as may be required for issuance upon the conversion of the Series A preferred stock as a result of any adjustment in the number of securities issuable by reason of the anti-dilution provisions of the Series A preferred stock.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of l933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PROSPECTUS

wowtown.com, Inc.

Common Stock

We are offering for sale by means of this prospectus up to 1,000,000 shares of our common stock. These shares will be sold from time-to-time at a price of $1.00 per share.

By means of this prospectus certain shareholders of wowtown.com, Inc. are also offering to sell up to 4,140,747 shares of our common stock, which amount includes up to 1,250,000 shares of common stock which may be issuable the upon conversion of our Series A preferred stock. The actual number of shares issuable upon the conversion of our Series A preferred shares will vary depending upon the price of our common stock on the date the preferred shares are converted into common stock. However, based upon the market price of our common stock as of May 16, 2000, which was $0.87 per share, we would be required to issue approximately 383,000 shares of our common stock upon the conversion of the Series A preferred stock.

We will not receive any proceeds from the sale of the common stock by the selling stockholders. We will pay for the expenses of this offering.

Our common stock is quoted on the OTC Bulletin Board under the symbol "IWOW." On May 16, 2000 the closing bid price for one share of common stock was $0.87. Our Series A preferred shares are not quoted or traded on any exchange or quotation system.

All dollar amounts refer to US dollars unless otherwise indicated.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these Securities or passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offense.

These securities are speculative and involve a high degree of risk. For a description of certain important factors that should be considered by prospective investors, see "Risk Factors" beginning on page 6 of this Prospectus

The date of this prospectus is May ___, 2000

PROSPECTUS SUMMARY

Our business involves establishing websites which provide information regarding certain cities in the United States, Canada and other countries. Each website has, or will have, a directory of restaurants, hotels, sporting events, entertainment, tourist attractions and similar information. Those wanting more information regarding a particular business establishment will be linked directly to the particular establishment's website.

The public can become members of our program without charge. Members receive cards which entitle the member to various discounts from the establishments listed on our website.

We expect to generate revenues from listing business establishments in our directory, designing and maintaining websites for particular business establishments, and by displaying advertising on our websites. However, to build a base of establishments for our first directories we have not charged establishments for listing on our websites. We began charging new accounts for our services in May 2000. We will begin charging existing accounts in August/September 2000. Our charge for a basic listing on our website will be $29.95 per month.

The following provides certain information concerning our websites which were in operation as of May 15, 2000.

City/Region	Operational Since	Establishments Listed on Website	Members	Website Address
Vancouver, B.C.	June 1999	600	3,000	www.vancouverwow.com.
Seattle, WA	March 2000	450	119	www.seattlewow.com

Our websites allow internet users to comparison shop and purchase over one million products through an independent internet shopping service.

We also plan to develop an online auction site for each regional websites to permit an online exchange of goods between individuals in each region.

We plan to sell the rights to market our program in various metropolitan areas to third parties which we refer to as exclusive resellers. An exclusive reseller will pay us an initial fee when the territory is assigned. The amount of the initial fee will depend on the demographics of the territory assigned to the exclusive reseller. As of May 15, 2000 we had not entered into any agreements concerning the marketing rights to our program.

Our executive offices are located at Suite 450, 999 West Hastings Street, Vancouver, British Columbia V6C 2W2 where we lease approximately 1858 square feet of space under a lease that expires on October 31, 2000. We also maintain a branch office at Suite 4100 - 800 Fifth Avenue, Seattle, Washington, 98104.

All historical share data in this prospectus has been adjusted to reflect a one-for-two forward stock split that was effective February 25, 2000.

The Offering

This prospectus relates to the sale of:

- 1,000,000 shares of our common stock which we are offering for public sale at a price of $1.00 per share
- shares of our common stock which shares are issuable upon the conversion of our Series A preferred stock; and
- 2,890,747 shares of common stock offered by certain of our stockholders.

The owners of the 2,890,747 shares of our common stock, as well as the holders of our Series A preferred stock, to the extent they convert their Series A preferred shares into shares of our common stock, are referred to in this prospectus as the selling stockholders. We will not receive any funds upon the conversion of the Series A preferred shares since we received $250,000 upon the sale of these shares. We will not receive any proceeds from the sale of the common stock by the selling stockholders.

As of May 15, 2000, we had 15,100,067 outstanding shares of common stock. Assuming all Series A preferred shares are converted into shares of common stock based upon the market price of our common stock at May 15, 2000, we will have 16,483,067 issued and outstanding shares of common stock. See "Dilution and Comparative Share Data".

Summary Financial Data

The following summary financial data is limited to the operating results of our wholly owned subsidiary WOWtown.com (Nevada) Inc. which we acquired on February 7, 2000. Prior to the acquisition of WOWtown.com (Nevada) Inc. we had not generated any revenue and had not commenced any operations other than initial corporate formation and capitalization.

The financial data presented below should be read in conjunction with the more detailed financial statements and related notes which are included elsewhere in this prospectus along with the section entitled "Management's Discussion and Analysis and Plan of Operations."

Results of Operations:

	Period from Inception (June 9, 1999) to January 31, 2000
Sales	$ --
Operating Expenses	(73,802)
Net Loss	(73,802)

Balance Sheet Data:

	October 31, 1999	January 31, 2000 (Pro Forma)
Current Assets	$4,787	$516,926
Total Assets	7,937	534,452
Current Liabilities	58,531	131,707
Working Capital (Deficiency)	(53,744)	385,219
Stockholders' Equity (Deficit)	(50,594)	402,745

The January 31, 2000 pro forma balance sheet reflects the sale in February 2000 of 500 shares of our Series A preferred stock for $500,000 and the acquisition of WOWtown.com, Inc. See "Business".

Forward Looking Statements

This prospectus contains various forward-looking statements that are based on our beliefs as well as assumptions made by and information currently available to us. When used in this prospectus, the words "believe", "expect", "anticipate", "estimate" and similar expressions are intended to identify forward-looking statements. Such statements may include statements regarding seeking business opportunities, payment of operating expenses, and the like, and are subject to certain risks, uncertainties and assumptions which could cause actual results to differ materially from our projections or estimates. Factors which could cause actual results to differ materially are discussed at length under the heading "Risk Factors". Should one or more of the enumerated risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. Investors should not place undue reliance on forward-looking statements, all of which speak only as of the date made.

RISK FACTORS

An investment in our securities involves substantial risks. Prospective investors should carefully consider the following risk factors prior to purchasing any of the shares offered by this prospectus.

We Have A Limited Operating History and We May Never Earn A Profit

We began operations in 1999. Our limited operating history makes it difficult to evaluate our future operations. In addition, we have not earned any revenues as of March 31, 2000. We may never be profitable or, if we become profitable, we may be unable to sustain profitability. We expect to incur significant losses for the foreseeable future.

In addition, we plan to significantly increase our operating expenses to:

- increase our sales and marketing operations;
- establish websites in various cities;
- establish an on-line internet auction site in each city in which we operate which will allow third parties to buy and sell goods through our website; and
- sell marketing rights to our program.

We Do Not Have Sufficient Capital to Implement Our Business Plan

During the twelve months ending April 30, 2001, we expect that we will spend approximately $1,900,000 in order to expand our business. To fund these expenditures we will require substantial additional capital. Although we will attempt to raise the capital needed for the expansion of business through the sale of our capital stock or debt financing, no one has made any commitment to provide us with any capital and there can be no assurance that we will be able to obtain the additional capital which we need or, even if such capital is

obtained that our expansion plans will be successful.

The 1,000,000 shares which we are offering will be sold on a "best efforts" basis. There is not firm commitment by any person to purchase or sell any of these shares and there is no assurance that any of the 1,000,000 shares offered will be sold. There is no minimum number of shares which we are required to sell and all proceeds from the sale of any of these shares will be immediately available to us. If only a minimal number of shares are sold (and absent funding from any other source), the amount received from investors will not provide us with any sufficient benefit. We will not receive any funds from the sale of our stock by the selling shareholders.

We May Not Generate Sufficient Revenues From the Sale of Advertising

We plan to rely on revenues generated from the sale of advertising. However, we may not be able to attract users with demographic characteristics valuable to our advertisers, in which case potential advertisers which would not pay to be listed on our website.

The growth of internet advertising requires validation of the internet as an effective advertising medium. This validation has yet to fully occur.

Acceptance of the internet among advertisers will also depend on growth in the commercial use of the internet. Widespread commercial use of the internet may not develop.

No standards have been widely accepted to measure the effectiveness of internet advertising. If such standards do not develop, advertisers may not continue their current levels of internet advertising and advertisers who are not currently advertising on the internet may be reluctant to do so.

Competition for internet advertising and customers is intense. We expect that competition will continue to intensify. Barriers to entry are minimal, and competitors can launch new web sites at a relatively low cost. We compete for a share of a customer's advertising budget with online services and traditional off-line media, such as print and trade associations.

Our competitors may have or develop internet services that are superior to, or have greater market acceptance than, our services. If we are unable to compete successfully against our competitors, our business, financial condition and operating results will be adversely affected.

Many of our competitors have greater brand recognition and greater financial, marketing and other resources than ours. This may place us at a disadvantage in responding to our competitors' pricing strategies, technological advances, advertising campaigns, strategic partnerships and other initiatives.

We May Not Generate Sufficient Revenues From Our Proposed Internet Auction Sites

We plan to generate revenues from auctions on our websites. However, we have not established any auction sites and we may not generate any revenues from these auction sites.

Electronic commerce, or e-commerce, refers to the purchase of products or services through an internet website, such as the auction sites which we plan to establish. Electronic commerce is at an early stage and buyers may be unwilling to shift their purchasing from traditional vendors to online vendors. If electronic commerce does not grow or grows slower than expected, our business will suffer.

We believe that concern regarding the security of confidential information transmitted over the internet, such as credit card numbers, prevents many potential customers from using the internet to buy or sell products or services.

Although our system has security features to protect the privacy and integrity of customer data, such as password requirements, our website is potentially vulnerable to physical or electronic break-ins, viruses or similar problems. If a person circumvents our security measures, he or she could misappropriate proprietary information or cause interruptions in our operations. Security breaches that result in access to confidential information could damage our reputation and expose us to a risk of loss or liability. We may be required to make significant investments and efforts to protect against or remedy security breaches. Additionally, as electronic commerce becomes more prevalent

(and consequently becomes the focus of our development of direct marketing products), our customers will become more concerned about security. If we do not adequately address these concerns, this could materially adversely affect our business, financial condition and operating results.

If We Do Not Develop The "WOWtown" Brand Advertising Revenues Will Not Materialize

To be successful, we must establish and strengthen the public awareness of the "WOWtown" websites. If public awareness is not established, it could decrease the attractiveness of our websites to advertisers, which would result in a lack of advertising revenues.

We also plan to rely on revenues generated from selling the rights to market the services we offer in various metropolitan areas. We may not be able to sell the marketing rights to our program and as of May 15, 2000 we had not entered into any agreements with any third parties relating to the sale of marketing rights.

We May Not Be Able To Protect Our Proprietary Rights And We May Infringe The Proprietary Rights Of Others

Proprietary rights are important to our success and our competitive position. We have applied for trademarks for some of our brandnames, such as WOWtown(TM), WOWtown(TM) Net Savings Card(TM), and The Hottest Local Internet Marketing Portal On The Planet(TM) and other phrases. We intend on applying for additional trademarks. There is no guarantee that any trademark applications will be accepted. Although we seek to protect our proprietary rights, our actions may be inadequate to protect any trademarks and other proprietary rights or to prevent others from claiming violations of their trademarks and other proprietary rights. In addition, effective copyright and trademark protection may be unenforceable or limited in certain countries.

We May Not Be Able To Acquire Or Maintain Easily Identifiable Web Addresses Or Prevent Third Parties From Acquiring Web Addresses Similar To Ours

We currently hold various internet web addresses relating to the "Wowtown" name. We may not be able to prevent third parties from acquiring web addresses that are similar to ours, which could materially adversely affect our business. The acquisition and maintenance of web addresses generally is regulated by governmental agencies and their designees. The regulation of web addresses in the United States and in foreign countries is subject to change. As a result, we may not be able to acquire or maintain relevant web addresses in all countries where we conduct business. Furthermore, regulations governing website addresses are unclear.

Our Business Depends On The Growth Of The Internet, Which Is Uncertain

Our business would be adversely affected if internet usage does not continue to grow. If internet usage grows, the internet infrastructure may not be able to support the demands placed on it by this growth or its performance or reliability may decline. In addition, web sites may from time to time experience interruptions in their service as a result of outages and other delays occurring

throughout the internet network infrastructure. If these outages or delays frequently occur in the future, internet usage, as well as usage of our websites, could be adversely affected.

Risk Of Failure Of Our Computer And Communications Hardware Systems Increases Without Back-Up Facilities

Our business depends on the efficient and uninterrupted operation of our computer and communications hardware systems. Any system interruptions that cause our website to be unavailable to web browsers may reduce our attractiveness to advertisers and could materially adversely affect our business, financial condition and operating results. Although we have back-up facilities for our computer systems, we rely on various providers for our telecommunication lines. If our telecom providers fail to provide service, we would be unable to operate. Interruptions could result from natural disasters as well as power loss, telecommunications failure and similar events.

Capacity Limits On Our Technology, Transaction Processing System And Network Hardware And Software May Be Difficult To Project And We May Not Be Able To Expand And Upgrade Our Systems To Meet Increased Use

If traffic on our website increases, we must expand and upgrade our technology, transaction processing systems and network hardware and software. We may not be able to accurately project the rate of increase in traffic on our website. In addition, we may not be able to expand and upgrade our systems and network hardware and software capabilities to accommodate these increases. If we do not appropriately upgrade our systems and network hardware and software, our business, financial condition and operating results will be materially adversely affected.

We May Not Be Able To Adjust To Technological Changes In A Cost-Effective Manner

Our industry is characterized by rapid technological change and frequent new product announcements. Significant technological changes could render our websites obsolete. If we are unable to successfully respond to these developments or do not respond in a cost-effective way, our business, financial condition and operating results will be materially adversely affected. To be successful, we must adapt to our rapidly changing market by continually

improving the responsiveness, services and features of our websites and by developing new features to meet customer needs. Our success will depend, in part, on our ability to license leading technologies useful in our business, enhance our existing services and develop new services and technology that address the needs of our customers. We will also need to respond to technological advances and emerging industry standards in a cost-effective and timely basis.

Our Success Is Dependent On Our Key Personnel Who We May Not Be Able To Retain And We May Not Be Able To Hire Enough Additional Personnel To Meet Our Needs

We believe that our success will depend on continued employment of our management team and key technical personnel. If one or more members of our management team were unable or unwilling to continue in their present positions, our business, financial condition and operating results could be materially adversely affected. While we have employment agreements with certain members of our management, others are not subject to formal agreements. We do not carry key person life insurance on any members of our management.

Our success also depends on having a trained sales force and telesales group. A shortage in the number of trained salespeople could limit our ability to increase sales.

We plan to expand our employee base to manage our anticipated growth. Competition for personnel, particularly for employees with technical expertise, is intense. Our business, financial condition and operating results will be materially adversely affected if we cannot hire and retain suitable personnel.

The Price of Our Common Stock Price Is Likely To Be Highly Volatile

The market price of our common stock is likely to be highly volatile as the stock market in general, and the market for internet-related and technology companies in particular, has been highly volatile. Investors may not be able to resell their shares of our common stock following periods of volatility because of the market's adverse reaction to such volatility. The trading prices of many technology and internet-related companies' stocks have reached historical highs within the last 52 weeks and have reflected relative valuations substantially above historical levels. During the same period, such companies' stocks have also been highly volatile and have recorded lows well below such historical highs. We cannot assure you that our stock will trade at the same levels of other internet stocks or that internet stocks in general will sustain their current market prices.

Factors that could cause such volatility may include, among other things:

- actual or anticipated variations in quarterly operating results;
- announcements of technological innovations;
- new sales formats or new products or services;
- conditions or trends in the internet industry;
- changes in the market valuations of other internet companies;
- announcements by us or our competitors of significant acquisitions, strategic partnerships or joint ventures;
- capital commitments;
- additions or departures of key personnel; and
- sales of common stock.

In addition to the foregoing, if our stockholders sell substantial amounts of our common stock in the public market as a result of or following this offering, the market price of our common stock may fall.

Many of these factors are beyond our control. These factors may materially adversely affect the market price of our common stock, regardless of our operating performance.

There is only a limited market for our common stock, and there is no assurance that such a market will continue.

Our common stock began trading in March 2000 and accordingly has little if any trading history. We cannot predict the extent to which a trading market will develop or how liquid that market might become.

Trades of our common stock are presently subject to Rule 15g-9 of the Securities and Exchange Commission, which rule imposes certain requirements on broker-dealers who sell securities subject to the rule to persons other than established customers and accredited investors. For transactions covered by the rule, brokers/dealers must make a special suitability determination for purchasers of the securities and receive the purchaser's written agreement to the transaction prior to sale. The Securities and Exchange Commission also has rules that regulate broker-dealer practices in connection with transactions in "penny stocks". Penny stocks generally are equity securities with a price of less than $5.00 (other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in that security is provided by the exchange or system). The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the Commission that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. These disclosure requirements have the effect of reducing the level of trading activity in the secondary market for our common stock. As a result of the foregoing, investors in this offering may find it more difficult to sell their shares of our common stock.

DILUTION AND COMPARATIVE SHARE DATA

As of May 15, 2000, our stockholders owned 15,100,067 shares of common stock. The following table illustrates the comparative stock ownership of our present stockholders, as compared to the investors in this offering, assuming all shares offered are sold. All historical share data in this prospectus has been adjusted to reflect a one-for-two forward stock split that was effective February 25, 2000.

	Number of Shares of Common Stock	Note Reference
Shares OF COMMON STOCK offered by this prospectus:		
Shares which we are offering	1,000,000	A
Shares of common stock issuable upon conversion of the Series A Preferred stock, assuming conversion price of $0.65 per share	383,000	B
Shares of common stock offered by selling stockholders	2,890,747	C
Shares of common stock outstanding as of May 15, 2000	15,100,067	
Shares of common stock which will be outstanding, assuming sale of all 1,000,000 shares which we are offering and assuming conversion of all Series A preferred shares (1)	16,483,067	
Pro forma net tangible book value per share of common stock as of January 31, 2000 (2)	$0.03	
Percentage of our common stock represented by shares offered by this prospectus, assuming sale of all 1,000,000 shares which we are offering and the conversion of all of Series A preferred shares	26%	

(1) Amount excludes 2,500,000 shares of common stock offered by existing stockholders. See "Selling Shareholders".

(2) Gives effect to sale of Series A Preferred stock in February 2000 and assumes conversion of all Series A preferred shares into 383,000 shares of common stock.

"Net tangible book value" is the amount that results from subtracting our total liabilities and intangible assets from our total assets. Tangible assets exclude goodwill. The purchasers of the shares of common stock offered by this prospectus will suffer dilution in their investment if the price paid for the shares offered by this prospectus is greater than the net tangible book value of our common stock at the time of such purchase.

Notes

A. We are offering up to 1,000,000 shares of our common stock to the public sale at a price of $1.00 per share.

B. In February 2000 we sold 500 shares of our Series A preferred stock for $500,000. Each Series A preferred share may be converted, at the option of the holder, into shares of our common stock equal in number to the amount determined by dividing $1,000 by the conversion price, which is 75% of the average closing bid price of our common stock for the ten trading days preceding the conversion date or $2.00, whichever amount is less. However, the terms of the Series A preferred stock provide that no less than 500 shares of common stock may be issued upon the conversion of any Series A preferred share. In addition, all Series A preferred shares will automatically convert into shares of common stock on February 7, 2001 at the conversion price then in effect. In May 2000 Ascent Financial, Inc. converted 250 Series A Preferred shares into 390,747 shares of our common stock. The actual number of shares to be issued upon the conversion of the remaining Series A preferred stock may be greater than 383,000 shares and will depend upon the price of our common stock at the time of conversion.

C. Shares are being offered by certain of our existing stockholders.

The shares referred to in notes A, B and C above are being offered for sale to the public by means of this prospectus. See "Selling Stockholders".

MARKET FOR OUR COMMON STOCK

As of May 15, 2000, we had 15,100,067 outstanding shares of common stock and approximately 28 stockholders of record. We believe the number of beneficial owners may be greater due to shares held by brokers, banks, and others for the benefit of their customers. Since December 1999 our common stock has been quoted on the National Association of Securities Dealers OTC Bulletin Board, but a trading market only developed on March 9, 2000. Set forth below are the range of high and low closing prices for the periods indicated as reported by the NASD. The market quotations reflect interdealer prices, without retail mark-up, mark-down or commissions and may not represent actual transactions.

	Closing Prices	
Month Ended	High	Low
February 29, 2000	--	--
March 31, 2000	$3.19	$1.03
April 30, 2000	$1.50	$0.63

The provisions in our Articles of Incorporation relating to our preferred stock would allow our directors to issue preferred stock with rights to multiple votes per share and dividends rights which would have priority over any dividends paid with respect to our common stock. The issuance of preferred stock with such rights may make the removal of management difficult even if such removal would be considered beneficial to stockholders generally, and will have the effect of limiting stockholder participation in certain transactions such as mergers or tender offers if such transactions are not favored by incumbent management.

Holders of our common stock are entitled to receive such dividends as may be declared by our board of directors out of funds legally available therefor and, in the event of liquidation, to share pro rata in any distribution of our assets after payment of liabilities. Our board of directors is not obligated to declare a dividend. We have not paid any dividends on our common stock and we do not have any current plans to pay any common stock dividends.

Management's discussion and Analysis OR plan of operationS

On February 7, 2000 we acquired all of the outstanding shares of WOWtown.com, Inc. a Nevada corporation. On February 25, 2000 we changed our name from Paramount Services Corp. to wowtown.com, Inc. in order to properly reflect our new business and on February 21, 2000 the name of WOWtown.com, Inc., the Nevada corporation which we acquired, was changed to WOWtown.com (Nevada), Inc. in order to eliminate confusion between ourselves and our newly acquired subsidiary. Prior to our acquisition of WOWtown.com, we had not commenced any operations, did not have any material assets, and had approximately $23,000 in liabilities.

Following the transaction, the shareholders of WOWtown.com (Nevada), Inc.

owned a majority of our outstanding shares of common stock. Accordingly, for financial reporting purposes the transaction was accounted for as a reverse acquisition with WOWtown.com (Nevada), Inc. considered the accounting acquirer. See Note 4(a) to the January 31, 2000 financial statements of Paramount Services Corp. As such, WOWtown.com (Nevada), Inc.'s historical financial statements are now reported as our financial statements. The following summary financial data and related discussion is limited to the operating results of our wholly owned subsidiary Wowtown.com (Nevada) Inc. which we acquired on February 7, 2000. Prior to the acquisition of Wowtown.com (Nevada), Inc. we had not generated any revenue and had not commenced any operations other than initial corporate formation and capitalization.

Summary Financial Data

Results of Operations:

	Period from Inception (June 9, 1999) to January 31, 2000
Sales	$ --
Operating Expenses	(73,802)
Net Income (Loss)	$(73,802)

Balance Sheet Data:

	October 31, 1999	January 31, 2000 (Pro Forma)
Current Assets	$4,787	$516,926
Total Assets	7,937	534,452
Current Liabilities	58,531	131,707
Working Capital (Deficit)	(53,744)	385,219
Stockholders' Equity (Deficit)	(50,594)	402,745

The January 31, 2000 pro forma balance sheet reflects the sale in February 2000 of 500 shares of our Series A preferred stock for $500,000 and the acquisition of WOWtown.com, Inc. See "Business".

We have not declared any common stock dividends since our inception.

Liquidity and Capital Resources

Since inception (June 9, 1999) and through January 31, 2000 our sources and use of cash were:

Cash used by operations	$(59,285)
Amounts borrowed from shareholders and other third parties	$ 93,199
Purchase of equipment	$ (9,559)
Other	$ (7,966)

The loans from shareholders and other third parties were repaid subsequent to January 31, 2000.

We expect our expenses will continue to increase during the next twelve months as a result of increased marketing expenses and the establishment of new websites. We began generating revenues in May 2000 but we expect that our revenues will be substantially less than operating expenses until November 2000.

During the twelve months ending April 30, 2001 we anticipate that we will need capital for the following purposes:

Fund operating losses:	$1,450,000
Sales and marketing:	50,000
Expansion of internet services:	300,000
Establishment of additional websites	100,000
	$1,900,000

As of March 31, 2000 we had working capital of approximately $235,000 most of which is from the $500,000 which was received from the sale of our Series A preferred stock. We anticipate obtaining the additional capital which we will require through revenues from our operations and through a combination of debt and equity financing. There is no assurance that we will be able to obtain capital we will need or that our estimates of our capital requirements will prove to be accurate. As of the date of this prospectus we did not have any commitments from any source to provide additional capital.

BUSINESS

We were originally incorporated in Delaware on December 18, 1997, under the name Internet International Communications Ltd. On May 7, 1999, we changed our name to Paramount Services Corp.

In February, 2000 we acquired all of the issued and outstanding shares of WOWtown.com, Inc. in exchange for 10,000,000 shares of our common stock. On February 25, 2000, we changed our name to wowtown.com, Inc.

Concurrent with the acquisition of WOWtown.com, Inc., we sold 500 shares of our Series A preferred stock at a price of $1,000 per share for gross proceeds of $500,000. We also issued 200,000 shares of our common stock to a company controlled by Andrew Hromyk, our former president, as consideration for consulting services provided in connection with our acquisition of WOWtown.com, Inc.

Following the acquisition of WOWtown.com, Inc., David Packman was appointed as our President as well as a director, Stephen Jackson was appointed as our Secretary, Treasurer and a Director, and David Jackson was appointed as our Chief Executive Officer and a Director. Our former director and officer, Andrew Hromyk, resigned from his position as an officer and director.

Prior to our acquisition of WOWtown.com we had not commenced any operations.

Our business is now that which was being conducted by Wowtown.com, Inc. and any reference in this prospectus to "we" or "our", unless otherwise indicated, includes Wowtown.com, Inc. We are a development stage company and as of May 15, 2000 we had not earned any revenues.

Our business involves establishing websites which provide information regarding certain cities in the United States, Canada and other countries. Each website has, or will have, a directory of restaurants, hotels, sporting events, entertainment, tourist attractions and similar information. Those wanting more information regarding a particular business establishment will be linked directly to the particular establishment's website.

The public can become members of our program without charge. Members receive cards which entitle the member to various discounts from the establishments listed on our website.

We expect to generate revenues from listing business establishments in our directory, designing and maintaining websites for particular business establishments, and by displaying advertising on our websites. However, to build a base of establishments for our first directories we have not charged establishments for listing on our websites. We began charging new accounts for our services in May 2000. We will begin charging existing accounts in August/September 2000. Our charge for a basic listing on our website will be $29.95 per month.

The following provides certain information concerning our websites which were in operation as of May 15, 2000.

City/Region	Operational Since	Establishments Listed on Website	Members	Website Address
Vancouver, B.C.	June 1999	600	3,000	www.vancouverwow.com.
Seattle, WA	March 2000	450	75	www.seattlewow.com

Our main website located at www.wowtown.com provides information on our company and membership benefits for businesses and consumers. The main website enables internet users to connect to our other websites.

Our websites allow internet users to comparison shop and purchase over one million products through an internet shopping service operated by Ezuz.com, a corporation affiliated with David Jackson, one of our officers and directors. Ezuz.com receives a percentage of the gross sales made through its internet shopping service. For hosting this internet shopping service, we are entitled to receive a percentage of the fees received by Ezuz.com from sales of merchandise in excess of $75,000 to our members. The percentage of the fees to which we are entitled will range from 25% to 50% depending upon sales volume. As of May 15, 2000 our members had purchased less than $75,000 of merchandise through the Ezuz.com internet shopping service and we had not received any revenues from Ezuz.com.

We also plan to develop an online auction site for each regional websites to permit an online exchange of goods between individuals in each region. Although we will earn revenues for sales made through our auction sites, our

primary objective in operating on-line auctions will be to attract consumers to our websites. We believe that establishments will want to be listed in our directories if we can demonstrate that a large number of consumers are either members of our program or visit our websites on a frequent basis.

We plan to sell the rights to market our program in various metropolitan areas to third parties which we refer to as exclusive resellers. An exclusive reseller will have the sole marketing rights to a metropolitan area and will receive a percentage of the fees received for directory listings, advertising, website design and goods sold through the website. An exclusive reseller will pay us an initial fee when the territory is assigned. The amount of the initial fee will depend on the demographics of the territory assigned to the exclusive reseller. As of May 15, 2000 we had not entered into any exclusive reseller agreements concerning the marketing rights to our program.

We estimate we will need approximately $50,000 in capital and one month to develop a basic website for a metropolitan area which has not been assigned to an exclusive reseller. For a metropolitan area which has been assigned to an exclusive reseller, we estimate we will need $10,000 in capital and one week to establish a basic website.

We plan on licensing language translation software for our websites. Spanish will be the first alternate language to be incorporated due to the large Spanish-speaking population in the United States and Mexico. Initially, French, German and Mandarin will be used for metropolitan areas outside North America.

Competition

Our competitors are virtually every business which sells advertising to, or otherwise promotes, restaurants, hotels, sporting events, entertainment or tourist attractions. Competitors include newspapers, magazines, television and radio stations, coupon book sponsors and other internet companies. In addition there are many internet companies which provide auction sites for local consumers.

Intellectual Property

We have applied for trade marks for the brandname "WOWtown(TM)", "The Hottest Local Internet Marketing Portal On The Planet(TM)", "WOW e-store(TM)", WOWtown(TM) Net Savings Card(TM)", "Where all the fun is @(TM)"and other related trademark expressions. We plan on applying for further trademarks and new forms of trademark expressions following the establishment of additional websites.

Employees

As of May 15, 2000 we had six full-time employees. As part of our expansion plans we intend to hire additional employees as may be required by the level of our operations.

Management

Name	Age	Position
David B. Jackson	54	Chief Executive Officer and a director
David Packman	40	President and a director
Stephen C. Jackson	46	Executive Vice-President, Secretary, Treasurer and a director
Patrick Helme	40	Vice President, Product Development and a director

David B. Jackson, Chief Executive Officer and Director:

Mr. Jackson has been our Chief Executive Officer and a director since February 7, 2000. Since November 1998 Mr. Jackson has also been a director of eZuz.com, an internet comparison-shopping network, which he co-founded. Mr. Jackson was the President, CEO and Director of Fortune Entertainment Corporation, a gaming technology company, from 1996 to December 1998. He also served as Vice President and Director of Consolidated Ramrod Gold Corp., a NASDAQ and Toronto Stock Exchange listed base and precious metals exploration company from 1991 through 1995 and as Vice President of Atlanta Gold Corporation during the same period.

David E. Packman, President and Director:

Mr. Packman has been our president and a director since February 7, 2000 . Mr. Packman founded our subsidiary, WOWtown.com (Nevada) Inc. in June 1999 and co-developed vancouverwow.com, our prototype website. He presently oversees all of the website development, sales, marketing and promotions for wowtown.com, Inc. Mr. Packman was Executive Vice-President of Ruby Food Services Ltd., and was with the company for 10 years. He was responsible for all aspects of the operation, with an emphasis on sales and marketing. Mr. Packman has held senior management positions with Sysco/Konings Wholesale. Prior to his involvement in

the foodservice distribution industry, he held several senior management positions with Sirloiner Restaurants and Chi-Chi's Mexican Restaurants, both in Canada and in the US. Mr. Packman is a past director of the Vancouver Restaurant Association.

Stephen C. Jackson, Executive Vice President, Secretary, Treasurer and a Director:

Mr. Jackson has been an officer and director of our corporation since February 7, 2000. He was editor and features articles writer for the Vancouver Market Report and has been an officer of several other public companies in Canada. Through his private consulting practice, which he has operated since 1980, he has provided services to a wide variety of private corporations. Mr. Jackson is a past director of the BC Taxi Association and former director with a regional Chamber of Commerce.

Patrick Helme, Vice President and Director:

Mr. Helme has been our Vice-President and a director since March 1, 2000. Mr. Helme is one of the founding partners of WOWtown.com, (Nevada) Inc. As a co-founder of Towncore Internet Ltd., he oversees all of the technical functions and acts as the primary liaison with all project managers, customers and technical staff. His main focus was to successfully generate and implement an outside sales strategy through the recruitment and training of associate sales partnerships. Mr Helme has developed websites and internet marketing strategies for a diverse range of businesses. Mr. Helme has extensive experience in franchising and licensing and has held principal positions with Sandwich Tree Restaurants Ltd. and Horizon Hotels where he successfully developed license sales and operations systems with growth of 100 plus franchised units. He is a graduate of the British Columbia Institute of Technology and the University of Houston - Hilton Hotel Management.

Each director holds office until his successor is duly elected by the stockholders. Executive officers serve at the pleasure of the board of directors. All of our executive officers plan to devote their full time to our business. David Jackson plans to devote approximately 75% of his time to our business.

There are no family relationships between any director, executive officer or employee other than the relationship of David B. Jackson and Stephen C. Jackson, who are cousins.

Executive Compensation

The following table sets forth in summary form the compensation received by our Chief Executive Officer. None of our former or current executive officers received in excess of $100,000 in compensation during the fiscal year ended April 30, 1999 or during any other twelve month period.

Name and Principal Position	Fiscal Year	Salary	Bonus	Other Annual Compensation	Restricted Stock Awards	Options Granted
Andrew Hromyk, President and Chief Executive Officer prior to February 7, 2000	1999	--	--	--	--	--
	1998	--	--	--	--	--

Employment Agreements

We have a consulting agreement with David Jackson and employment agreements with our other executive officers. The terms of these agreements are as follows:

Name	Annual Consulting Fees or Salary (1)	Expiration of Agreement
David B. Jackson	$31,000	02/06/01
David Packman	$31,000	02/06/02
Stephen C. Jackson	$31,000	02/06/02
Patrick Helme	$31,000	02/28/02

(1) The respective agreements with the persons in this table provide that the annual compensation will be $45,000 Canadian dollars. The amounts shown are the U.S. dollar equivalent based upon currency exchange rates on April 20, 2000.

Our board of directors may increase the compensation paid to our officers depending upon a variety of factors, including the results of our future

operations.

We do not have any compensatory plan or arrangement that results or will result from the resignation, retirement, or any other termination of any executive officer's employment with us or from a change in control of or a change in an executive officer's responsibilities following a change in control.

Long Term Incentive Plans - Awards in Last Fiscal Year

None.

Employee Pension, Profit Sharing or other Retirement Plans

We do not have a defined benefit, pension plan, profit sharing or other retirement plan, although we may adopt one or more of such plans in the future.

Directors' Compensation

At present we do not pay our directors for attending meetings of the board of directors, although we expect to adopt a director compensation policy in the future. We have no standard arrangement pursuant to which our directors are compensated for any services provided as a director or for committee participation or special assignments.

Except as disclosed elsewhere in this prospectus none of our directors received any compensation from us during the year ended April 30, 1999.

Stock Options

We do not have a stock option plan and we have not granted any options, rights or warrants which would allow anyone to acquire shares of our common stock.

Certain Relationships and Related Transactions

We have issued shares of our common stock to the following persons during the past two years, who are or were affiliated with WOWtown:

Name	Date of Issuance	Number of Shares	Consideration
595796 B.C. Ltd. (1)	02/00	10,000,000	100 Shares of WOWtown.com, (Nevada) Inc. valued at $500.00
Century Capital Management Ltd. (2)	02/00	200,000	Consulting Services valued at $10.00
535735 B.C. Ltd.	03/00	3,539	Consulting services valued at $5,840
Pedpac Marketing Ltd.	03/00	7,781	Consulting services valued at $12,839

(1) The beneficial owners of 595796 B.C. Ltd. are David B. Jackson, David Packman, Stephen C. Jackson, Guy Prevost, Sarah Moen and Patrick Helme.
(2) The beneficial owner of Century Capital Management Ltd. is Andrew Hromyk.
(3) The beneficial owners of 535735 B.C. Ltd. are Patrick Helme, Sarah Moen and Guy Prevost.
(4) David Packman is the beneficial owner of PedPac Marketing Ltd.

See "Business" for information concerning the internet shopping service provided to us by Ezuz.com, a corporation affiliated with David Jackson, one of our offices and directors. We also use Ezuz.com to design our websites. As of April 30, 2000 we had paid Ezuz.com approximately $22,000 for website related services. During the twelve months ending April 30, 2001 we expect to pay Ezuz.com an additional $43,000 for these services.

PRINCIPAL SHAREHOLDERS

The following table sets forth, as of May 15, 2000, information with respect to the only persons owning beneficially 5% or more of our outstanding common stock and the number and percentage of outstanding shares owned by each of our directors and officers and by our officers and directors as a group. Unless otherwise indicated, each owner has sole voting and investment powers over his shares of common stock.

Name and Address	Shares of Common Stock	Percent of Class (1)
595796 B.C. Ltd. Suite 1600, 609 Granville Street Vancouver, B.C. V7Y 3E4	10,000,000 (1)	66%
Bona Vista West Ltd. P.O. Box 62	2,481,400	16%

2001 Leeward Highway
Turks & Caicos Islands
British West Indies

All Officers and Directors as a Group (4 persons)	10,000,000	66%

(1) The beneficial owners of 595796 B.C. Ltd. are David B. Jackson, David Packman, Stephen C. Jackson, Patrick Helme (all of whom are our officers and directors), Guy Prevost and Sarah Moen.
(2) Computed without giving effect to any shares of common stock which may be sold by us or which may be issued upon the conversion of our Series A preferred stock. See "Dilution and Comparative Share Data".

SELLING STOCKHOLDERS

In February 2000 we raised $500,000 from the sale of 500 shares of our Series A preferred stock. Each Series A preferred share may be converted, at the option of the holder, into shares of our common stock equal in number to the amount determined by dividing $1,000 by the conversion price, which is 75% of the average closing bid price of our common stock during the ten trading days preceding the conversion date or $2.00, whichever is less. The terms of the Series A preferred stock provide that a minimum of 500 shares of common stock can be issued upon the conversion of each Series A preferred share. In addition, all Series A preferred shares will automatically convert into shares of common stock on February 7, 2001 at the conversion rate described above. In May 2000 Ascent Financial, Inc. converted 250 Series A Preferred shares into 390,747 shares of our common stock. The shares of common stock issuable upon the conversion of the preferred shares are being offered to the public by means of this prospectus.

This prospectus also relates to the sale of 2,890,747 shares offered by Ascent Financial, Inc. and certain of our stockholders.

The owners of the 2,890,747 shares of our common stock, as well as the holders of the Series A preferred shares, to the extent they convert their Series A preferred shares into shares of common stock, are referred to in this prospectus as the selling stockholders. We will not receive any proceeds from the sale of the shares by the selling stockholders.

The names of the selling stockholders are:

Name	Shares Beneficially Owned	Shares Which May Be Acquired Upon Conversion of Series A Preferred Shares (1)	Shares to be Sold in this Offering	Share Ownership After Offering
Augustine Fund L.P.	--	383,000	383,000	--
Ascent Financial Inc.	390,747	--	390,747	--
595796 B.C. Ltd.	10,000,000	--	500,000	9,500,000
Century Capital Management	200,000	--	200,000	--
Bona Vista West Ltd.	2,481,400	--	1,800,000	681,400

(1) The actual number of shares issuable upon the conversion of the Series A preferred stock will vary depending upon the price of our common stock on the date of conversion. As of May 15, 2000, the bid price of our common stock was $0.87 per share. Accordingly, in computing the number of shares of common stock shown in the table we used a conversion price of $0.65. Additional shares may be issued upon the conversion of Series A preferred shares if the market price of our common stock falls below $0.87 per share.

Plan of Distribution

Shares We Are Offering For Sale

By means of this prospectus we are offering to sell up to 1,000,000 shares of our common stock. The shares will be sold from time to time at a price of $1.00 per share by our officers and directors and by selected broker/dealers and sales agents on a "best efforts" basis. There is no firm commitment by any person to purchase or sell any of these shares and there is no assurance that any of the 1,000,000 shares offered will be sold. There is no minimum number of shares which are required to be sold and all proceeds from the sale of any of these shares will be immediately available to us.

We will pay a commission not to exceed 10% of the amount received from the sale of the 1,000,000 shares to broker/dealers and sales agents who participate in the sale of such shares. The proceeds from the sale of any of these shares, if any, will be used to fund our operations.

Offering by the Selling Shareholders

The shares of common stock which may be acquired by the selling stockholders may be offered and sold by means of this prospectus from time to time as market conditions permit in the over-the-counter market, or otherwise, at prices and terms then prevailing or at prices related to the then-current market price, or in negotiated transactions. These shares may be sold by one or more of the following methods, without limitation: (a) a block trade in which a broker or dealer

so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction; (b) purchases by a broker or dealer as principal and resale by such broker or dealer for its account pursuant to this prospectus; (c) ordinary brokerage transactions and transactions in which the broker solicits purchasers; and (d) face-to-face transactions between sellers and purchasers without a broker-dealer. In making sales, brokers or dealers engaged by the selling stockholders may arrange for other brokers or dealers to participate. These brokers or dealers may receive commissions or discounts from selling stockholders in amounts to be negotiated.

The costs of registering the shares offered by the selling stockholders are being paid by wowtown.com. The selling stockholders will pay all other costs of the sale of the shares offered by them.

From time to time one or more of the selling stockholders may transfer, pledge, donate or assign the shares received upon the conversion of the Series A preferred stock referred to above (the "Conversion Shares") to lenders or others and each of such persons will be deemed to be a selling stockholder for purposes of this prospectus. The number of Conversion Shares beneficially owned by those selling stockholders will decrease as and when they transfer, pledge, donate or assign the Conversion Shares. The plan of distribution for the Conversion Shares sold by means of this prospectus will otherwise remain unchanged, except that the transferees, pledgees, donees or other successors will be selling stockholders for purposes of this prospectus.

A selling stockholder may enter into hedging transactions with broker-dealers and the broker-dealers may engage in short sales of our common stock in the course of hedging the positions they assume with such selling stockholder, including, without limitation, in connection with the distribution of our common stock by such broker-dealers. A selling stockholder may also enter into option or other transactions with broker-dealers that involve the delivery of the common stock to the broker-dealers, who may then resell or otherwise transfer such common stock. A selling stockholder may also loan or pledge the common stock to a broker-dealer and the broker-dealer may sell the common stock so loaned or upon default may sell or otherwise transfer the pledged common stock.

Broker-dealers, underwriters or agents participating in the distribution of our common stock as agents may receive compensation in the form of commissions, discounts or concessions from the selling stockholders and/or purchasers of the common stock for whom such broker-dealers may act as agent, or to whom they may sell as principal, or both (which compensation as to a particular broker-dealer may be less than or in excess of customary commissions). Selling stockholders and any broker-dealers who act in connection with the sale of common stock hereunder may be deemed to be "Underwriters" within the meaning of the Securities Act, and any commissions they receive may be deemed to be underwriting discounts and commissions under the Securities Act. Neither we nor any selling stockholder can presently estimate the amount of such compensation. We know of no existing arrangements between any selling stockholder, any other stockholder, broker, dealer, underwriter or agent relating to the sale or distribution of our common stock.

The selling stockholders and any broker-dealers who act in connection with the sale of the Shares hereunder may be deemed to be "underwriters" within the meaning of ss.2(11) of the Securities Acts of 1933, and any commissions received by them and profit on any resale of the Shares as principal might be deemed to be underwriting discounts and commissions under the Securities Act.

We have advised the selling stockholders that they and any securities broker-dealers or others who may be deemed to be statutory underwriters will be subject to the prospectus delivery requirements under the Securities Act of 1933. We have also advised the selling stockholders that in the event of a distribution of the shares owned by the selling stockholder, such selling stockholders, any affiliated purchasers, and any broker-dealer or other person who participates in such distribution may be subject to Rule 102 under the Securities Exchange Act of 1934 ("1934 Act") until their participation in that distribution is completed. A distribution is defined in Rule 102 as an offering of securities "that is distinguished from ordinary trading transactions by the magnitude of the offering and the presence of special selling efforts and selling methods". We have also advised the selling stockholders that Rule 102 under the 1934 Act prohibits any "stabilizing bid" or "stabilizing purchase" for the purpose of pegging, fixing or stabilizing the price of the common stock in

connection with this offering. Rule 101 makes it unlawful for any person who is participating in a distribution to bid for or purchase stock of the same class as is the subject of the distribution.

DESCRIPTION OF SECURITIES

Our authorized capital stock consists of 30,000,000 shares of common stock, $.0001 par value, and 5,000,000 shares of preferred stock, $.0001 par value. As of May 15, 2000, we had 15,100,067 outstanding shares of common stock and 500 outstanding shares of Series A preferred stock.

Common Stock

Holders of common stock are each entitled to cast one vote for each share held of record on all matters presented to our stockholders. Cumulative voting is not allowed; hence, the holders of a majority of the outstanding common stock can elect all directors.

Holders of our common stock are entitled to receive such dividends as may be declared by our board of directors out of funds legally available for dividends and, in the event of liquidation, to share pro rata in any distribution of our assets after payment of liabilities. Our board of directors is not obligated to declare a dividend. It is not anticipated that dividends will be paid in the foreseeable future.

Holders of our common stock do not have preemptive rights to subscribe to additional shares if issued by us. There are no conversion, redemption, sinking fund or similar provisions regarding the common stock. All of the outstanding shares of common stock are fully paid and nonassessable and all of the shares of common stock issued upon the conversion of the Series A preferred stock will be, upon issuance, fully paid and non-assessable.

On May 7, 1999 we consolidated our outstanding share capital by way of reverse stock split on the basis of two old shares for each one new share.

On September 14, 1999 we consolidated our outstanding share capital by way of reverse stock split on the basis of twenty-three old shares for each one new share. The purpose of the reverse split was to eliminate shareholders holding less than twenty-three shares of our common stock as the costs to effect transfers of such small blocks of shares far outweighed their value.

On September 15, 1999 we increased our outstanding share capital by way of forward stock split on the basis of twenty new shares for each one old share.

On February 25, 2000 we increased our outstanding share capital by way of forward stock split on the basis of two new shares for each one old share.

Preferred Stock

Our Articles of Incorporation provide that our board of directors has the authority to divide the preferred stock into series and, within the limitations provided by Delaware statute, to fix by resolution the voting power, designations, preferences, and relative participation, special rights, and the qualifications, limitations or restrictions of the shares of any series so established. As our board of directors has authority to establish the terms of, and to issue, the preferred stock without Stockholder approval, the preferred stock could be issued to defend against any attempted takeover of us.

In February 2000, our board of directors established our Series A preferred stock and authorized the issuance of up to 500 shares of Series A preferred stock as part of this series. Upon any liquidation or dissolution, each outstanding Series A preferred share is entitled to a distribution of $1,000 prior to any distribution to the holders of our common stock. The Series A preferred shares are not entitled to any dividends or voting rights. In February 2000, we sold 500 Series A preferred shares to a group of private investors for $1,000 per share. Each Series A preferred share may be converted, at the option of the holder, into shares of our common stock equal in number to the amount determined by dividing $1,000 by the conversion price, which is 75% of the average closing bid price of our common stock for the ten trading days preceding the conversion date, or $2.00, whichever is less. All outstanding Series A preferred shares will automatically convert into shares of common stock on February 7, 2001 at the conversion price described above. In May 2000 Ascent Financial, Inc. converted 250,000 Series A Preferred shares into 390,747 shares of our common stock. The shares of common stock held by Ascent Financial, Inc. and the shares of common stock issuable upon the conversion of the remaining Series A preferred stock are being offered for sale to the public by means of this prospectus. See "Selling Stockholders".

LEGAL PROCEEDINGS

We are not a party to any pending or threatened legal proceeding.

EXPERTS

The financial statements of Paramount Services Corp., now named wowtown.com, Inc. at April 30, 1999 and 1998, and for the year ended April 30, 1999, and for each of the periods from December 18, 1997 (date of incorporation) to April 30, 1999 and 1998, appearing in this prospectus and registration statement have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

N.I. Cameron Inc., independent auditors, have audited WOWtown.com, Inc.'s balance sheet as of October 31, 1999 and the related statements of operations, stockholders' equity and cash flows for the initial period then ended, as set forth in their report (which contains an explanatory paragraph describing conditions that raise substantial doubt about our ability to continue as agoing concern as described in Note 1 to the financial statements) appearing elsewhere in this prospectus. We have included these financial statements in this prospectus and elsewhere in the registration statement, in reliance on N.I. Cameron Inc.'s report, given on their authority as experts in accounting and auditing.

Change in Our Certifying Accountant

Effective April 28, 2000 we retained PricewaterhouseCoopers ("PWC") to act as our independent certified public accountant. In this regard PWC replaced Ernst & Young LLP ("E&Y") which audited our financial statements for the fiscal years ended April 30, 1999 and 1998. The reports of E&Y for these fiscal years did not contain an adverse opinion, or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles. During our two most recent fiscal years and subsequent interim periods, there were no disagreements with E&Y on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of E&Y would have caused E&Y to make reference to such disagreements in its reports.

We have authorized E&Y to discuss any matter relating to our operations with PWC.

The change in our auditors was recommended and approved by our board of directors. We do not have an audit committee.

During the two most recent fiscal years and subsequent interim periods, we did not consult PWC regarding the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, or any matter that was the subject of a disagreement or what is defined as a reportable event by the Securities and Exchange Commission.

INDEMNIFICATION

Our bylaws authorize indemnification of a director, officer, employee or agent of wowtown.com against expenses incurred by him in connection with any action, suit, or proceeding to which he is named a party by reason of his having acted or served in such capacity, except for liabilities arising from his own misconduct or negligence in performance of his duty. In addition, even a director, officer, employee, or agent of wowtown.com who was found liable for misconduct or negligence in the performance of his duty may obtain such indemnification if, in view of all the circumstances in the case, a court of competent jurisdiction determines such person is fairly and reasonably entitled to indemnification. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, or persons controlling wowtown.com pursuant to the foregoing provisions, We have been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a Registration Statement on Form SB-2 together with all amendments and exhibits, under the Securities Act of 1933, as amended with respect to the securities offered by this prospectus. This prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is made to the Registration Statement. The Registration Statement and amendments and exhibits may also be reviewed at the internet web site maintained by the Securities and Exchange Commission at www.sec.gov.

Financial Statements

Paramount Services Corp.
(formerly Internet International Communications Ltd.)
(A development stage enterprise)

April 30, 1999 and 1998

REPORT OF INDEPENDENT AUDITOR

To the Director of
Paramount Services Corp.

We have audited the accompanying balance sheets of Paramount Services Corp. (formerly Internet International Communications Ltd.) (a development stage enterprise) as of April 30, 1999 and 1998 and the related statements of operations, stockholders' equity and cash flows for the year ended April 30, 1999 and for each of the periods from December 18, 1997 (date of incorporation) to April 30, 1998 and 1999. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Paramount Services Corp. at April 30, 1999 and 1998, and the results of its operations and its cash flows for the year ended April 30, 1999 and for each of the periods from December 18, 1997 (date of incorporation) to April 30, 1998 and 1999, in conformity with accounting principles generally accepted in the United States.

Vancouver, Canada,
May 21, 1999. Chartered Accountants

Paramount Services Corp.
(A development stage enterprise)

BALANCE SHEETS
(expressed in U.S. dollars)

	As at April 30	
	1999	1998
	$	$
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current		
Accrued liabilities	3,500	--

Due to related party [note 4]	6,310	1,310
Total current liabilities	9,810	1,310
Stockholders' equity		
Share capital [note 3]		
Common stock - $0.0001 par value		
30,000,000 authorized; 2,249,000 issued and outstanding	225	225
Preferred stock - $0.0001 par value		
5,000,000 authorized	--	--
Additional paid in capital	4,785	4,785
Deficit accumulated in the development stage	(14,820)	(6,320)
	(9,810)	(1,310)
	--	--

See accompanying notes

Paramount Services Corp.
(A development stage enterprise)

STATEMENTS OF OPERATIONS

(expressed in U.S. dollars)

	Year ended April 30, 1999 $	Period from December 18, 1997 (date of incorporation) to April 30, 1998 $	Period from December 18, 1997 (date of incorporation) to April 30, 1999 $
EXPENSES			
Professional fees	8,500	6,320	14,820
Loss for the period	8,500	6,320	14,820
Deficit, beginning of period	6,320	--	--
Deficit, end of period	14,820	6,320	14,820

See accompanying notes

Paramount Services Corp.
(A development stage enterprise)

STATEMENTS OF STOCKHOLDERS' EQUITY

(expressed in U.S. dollars)

<TABLE>

<S>	<C>	<C>	<C>	<C>	<C>
	Common stock		Additional paid in capital	Deficit accumulated in the development stage	Total
	Number of shares $	Amount $	$	$	$
Issuance of common stock	2,249,000	225	4,785	--	5,010
Loss for the period	--	--	--	(6,320)	(6,320)
Balance, April 30, 1998	2,249,000	225	4,785	(6,320)	(1,310)
Loss for the period	--	--	--	(8,500)	(8,500)

Balance, April 30, 1999	2,249,000	225	4,785	(14,820)	(9,810)

</TABLE>

See accompanying notes

Paramount Services Corp.
(A development stage enterprise)

STATEMENTS OF CASH FLOWS

(expressed in US dollars)

	Year ended April 30, 1999 $	Period from December 18, 1997 (date of incorporation) to April 30, 1998 $	Period from December 18, 1997 (date of incorporation) to April 30, 1999 $
OPERATING ACTIVITIES			
Loss for the period	(8,500)	(6,320)	(14,820)
Changes in operating assets and liabilities:			
Accrued liabilities	3,500	--	3,500
Net cash used in operating activities	(5,000)	(6,320)	(11,320)
FINANCING ACTIVITIES			
Proceeds from capital contributions	-- 5,010	5,010	
Due to related party	5,000	1,310	6,310
Net cash provided by financing activities	5,000	6,320	11,320
Net change in cash during the period, and cash, end of period	--	--	--

See accompanying notes

Paramount Services Corp.
(A development stage enterprise)

1. FORMATION AND BUSINESS OF THE COMPANY

Paramount Services Corp. (the "Company") was incorporated in Delaware on December 18, 1997 under the name of Internet International Communications Ltd. pursuant to the laws of Delaware.

Prior to the merger (as defined below), Paramount Services Corp. ("Paramount") and Internetcom, Inc. ("Internetcom"), a Colorado company, were companies under common control.

On January 8, 1998, Paramount and Internetcom merged through an exchange of shares.

The merger has been accounted for in a manner similar to a pooling of interests and accordingly the financial statements of the Company include the results of Paramount and Internetcom since their inception, which in the case of Paramount was December 18, 1997 and Internetcom was December 10, 1997. The share capital of the Company has been presented giving affect to the exchange of shares from incorporation.

The Company is a development stage company and has had no activity other than issuing shares and preparing an initial business plan. Its sole purpose at this time is to locate and consummate a merger or acquisition with an as yet unidentified private entity.

2. SIGNIFICANT ACCOUNTING POLICIES

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Income taxes

The Company uses the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the difference between financial statement and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance in respect of amounts considered by management to be less likely than not of realization in future periods.

3. SHARE CAPITAL

Holders of the common stock are entitled to one vote per share and to share equally any dividends declared and distributions in liquidation.

On May 7, 1999, the Company consolidated its share capital by way of a reverse stock split on the basis on one new common share for each two old common shares. On September 14, 1999, the Company consolidated its share capital by way of a reverse stock split on the basis of one new common share for each 23 old common shares. This was followed on September 15, 1999 by a stock split of 20 new common shares for each old common share. All outstanding shares in these financial statements have been retroactively adjusted to reflect these share consolidations.

4. RELATED PARTY TRANSACTIONS

Since incorporation, a company controlled by the director of the Company has provided administrative services and facilities to the Company for nil consideration and pays expenses on behalf of the Company. The amount due to this company is without interest or stated terms of repayment. It is anticipated the Company will continue to receive non interest bearing advances from this company to pay for future expenses as incurred.

5. YEAR 2000

The Year 2000 Issue arises because many computerized systems use two digits rather than four to identify a year. Date-sensitive systems may recognize the Year 2000 as 1900 or some other date, resulting in errors when information using year 2000 dates is processed. In addition, similar problems may arise in some systems which use certain dates in 1999 to represent something other than a date. The effects of the Year 2000 Issue may be experienced before, on, or after January 1, 2000, and, if not addressed, the impact on operations and financial reporting may range from minor errors to significant systems failure which could affect the Company's ability to conduct normal business operations. It is not possible to be certain that all aspects of the Year 2000 Issue affecting the Company, including those related to the efforts of customers, suppliers, or other third parties, will be fully resolved.

Paramount Services Corp.
(a development stage enterprise)
Financial Statements
January 31, 2000 and January 31, 1999

(Unaudited)

Paramount Services Corp.
(a development stage enterprise)
Balance Sheet
As at January 31, 2000
(Unaudited)

(expressed in U.S. dollars)

ASSETS

CURRENT	
Cash	$ 537

LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES	
Accounts payable	$ 2,007
Due to related party	21,984
	23,991
STOCKHOLDERS' DEFICIT	
Share capital	
Authorized:	
30,000,000 common shares with a par value of $0.0001 each	
5,000,000 preferred shares with a par value of $0.0001 each	
Issued and outstanding:	
2,249,000 common shares	225
Additional paid-in capital	4,785
Deficit accumulated in the development stage	(28,464)
Total stockholders' deficit	(23,454)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 537

The accompanying notes are an integral part of these financial statements.

Paramount Services Corp.
(a development stage enterprise)
Statements of Operations
For the Nine Month and Three Month Periods Ended
January 31, 2000 and January 31, 1999
(Unaudited)

(expressed in U.S. dollars)

	Three Months Ended January 31, 2000	Three Months Ended January 31, 1999	Nine Months Ended January 31, 2000	Nine Months Ended January 31, 1999	Period from December 18, 1997 (date of in-corporation) to January 31, 2000	Period from December 18, 1997 (date of in-corporation) to January 31, 1999
Expenses						
Professional fees	$ 2,130	$ -	$7,355	$ -	$ 22,175	$ 6,320
Administration and filing fees	1,933	-	6,162	-	6,162	-
Bank charges	33	-	127	-	127	-
Net Loss for the Period	$ (4,096)	$ -	$(13,644)	$ -	$ (28,464)	$(6,320)

Loss per share, Basic and diluted	$ (0.002)	$ (0.006)
	==========	==========

The accompanying notes are an integral part of these financial statements.

Paramount Services Corp.
(a development stage enterprise)
Statements of Cash Flows
For the Nine Month Periods Ended January 31, 2000 and January 31, 1999
(Unaudited)

(expressed in U.S. dollars)

<TABLE>
<S>

	<C> Nine months Ended January 31, 2000	<C> Period from December 18, 1997 (date of incorporation) to January 31, 1999	<C> Nine months Ended January 31, 1999	<C> Period from December 18, 1997 (date of incorporation) to January 31, 1999
Cash flows used in operating activities				
Net loss	$(13,644)	$ (28,464)	$ -	$ (6,320)
Changes in operating assets and liabilities				
Accounts payable	2,007	2,007	-	-
Accrued liabilities	(3,500)	-	-	-
Net cash used in operating activities	(15,137)	(26,457)	-	(6,320)
Cash flows provided by financing activities				
Proceeds from capital contributions	-	5,010	-	5,010
Due to related party	15,674	21,984	-	1,310
Net cash provided by financing activities	15,674	26,994	-	6,320
Net change in cash during the period	537	537	-	-
Cash at beginning of period	-	-	-	-
Cash at end of period	$ 537	$ 537	$ -	$ -

</TABLE>

The accompanying notes are an integral part of these financial statements.

Paramount Services Corp.
(a development stage enterprise)
Notes to the Financial Statements
January 31, 2000
(Unaudited)

1. FORMATION AND BUSINESS OF THE COMPANY

Paramount Services Corp. (the "Company") was incorporated in Delaware on December 18, 1997 under the name of Internet International Communications Ltd. pursuant to the laws of Delaware.

Prior to the merger (as defined below), Paramount Services Corp. ("Paramount") and Internetcom, Inc. ("Internetcom"), a Colorado company, were companies under common control.

On January 8, 1998, Paramount and Internetcom merged through an exchange of shares.

The merger has been accounted for in a manner similar to a pooling of interests and accordingly the financial statements of the Company include the results of Paramount and Internetcom since their inception, which in the case of Paramount was December 18, 1997 and Internetcom was December 10, 1997. The share capital of the Company has been presented giving effect to the exchange of shares from incorporation.

The Company is a development stage company and has had no activity other than issuing shares and preparing an initial business plan. Its sole purpose at this time is to locate and consummate a merger or acquisition with an as yet unidentified private entity (see Note 4).

2. SHARE CAPITAL

Holders of the common stock are entitled to one vote per share and to share equally in any dividends declared and distributions in liquidation.

On May 7, 1999, the Company consolidated its share capital by way of a reverse stock split on the basis on one new common share for each two old common shares. On September 14, 1999, the Company consolidated its share capital by way of a reverse stock split on the basis of one new common share for each 23 old common shares. This was followed on September 15, 1999 by a stock split of 20 new common shares for each old common share. All outstanding shares in these financial statements have been retroactively adjusted to reflect these share consolidations.

3. RELATED PARTY TRANSACTIONS

Since incorporation, a company controlled by the director of the Company has provided administrative services and facilities to the Company for nil consideration and pays expenses on behalf of the Company. The amount due to this company is without interest or stated terms of repayment. Prior to the share exchange agreement referred to in Note 4, the Company was dependent upon the company for advances to pay for expenses as incurred. After the exchange agreement, the Company's ability to continue as a going concern is dependent upon its ability to raise additional capital or merge with a revenue producing venture partner.

Paramount Services Corp.
(a development stage enterprise)
Notes to the Financial Statements
January 31, 2000
(Unaudited)

4. SUBSEQUENT EVENT

a) On January 13, 2000, the Company entered into a share exchange agreement to acquire all the issued and outstanding shares of WOWtown.com Inc. ("WOWtown") in exchange for 5,000,000 treasury common shares of the Company. This transaction was completed on February 7, 2000. In addition, the Company issued 100,000 common shares for consulting services rendered.

WOWtown is incorporated under the laws of the State of Nevada and is engaged in the business of developing a community of local market internet portals in major North American urban centers.

b) As a condition of the acquisition described above, the Company created a new series of convertible preferred stock consisting of 500 shares. This stock is convertible to common share as follows:

The number of common shares to be converted per share of preferred stock shall be $1,000 divided by the lesser of:

i) 75% of the average market price of the common shares for the ten trading days immediately prior to the conversion date; or

ii) $2.00

In the event that a registration statement in respect of the Common Stock to be issued upon the conversion of the Preferred Stock has not been filed with and declared effective by the Securities and Exchange Commission on or before the date which is twelve months following the Issuance Date (the "Anniversary Date"), the number of shares of Common Stock issued to a particular holder will be calculated by the Failure to Register Conversion Rate. The Failure to Register Conversion Rate shall be that number of shares of Common Stock equal to $1,000 divided by the lesser of: (i) fifty per cent (50%) of the Market Price of the shares of Common Stock on the day immediately preceding the Anniversary Date; or (ii) $2.00.

All 500 shares of this new series of preferred stock were issued for total proceeds of $500,000.

c) Subsequent to January 31, 2000, the Company changed its name to WOWtown.com, Inc.

WOWtown.com Inc.
(a development stage enterprise)
Financial Statements
October 31, 1999

REPORT OF INDEPENDENT AUDITOR

To the Director of
WOWtown.com Inc.

We have audited the accompanying balance sheet of WOWtown.com Inc. (a development stage enterprise) as of October 31, 1999 and the related statements of operations, stockholders' equity and cash flows for the initial period then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WOWtown.com Inc. at October 31, 1999, and the results of its operations and its cash flows for the initial period then ended, in conformity with accounting principles generally accepted in the United States.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company is in the development stage, has no established source of revenue and is dependent on its ability to raise capital from stockholders or other sources to sustain operations. These factors, along with other matters as set forth in Note 1, raise doubt that the Company will be able to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ N.I. Cameron Inc.

Vancouver, Canada,
November 24, 1999

CHARTERED ACCOUNTANTS

WOWtown.com Inc.
(a development stage enterprise)
Balance Sheet
October 31, 1999

(expressed in U.S. dollars)

ASSETS

CURRENT	
Cash	$ 4,787
Deferred charges	3,150
	$ 7,937

LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES	
Accounts payable (Note 4)	$ 15,332
Notes payable (Note 5)	21,800
Notes payable to related parties (Notes 4 and 5)	18,900
Loans from stockholders (Note 6)	2,499
	58,531
STOCKHOLDERS' DEFICIT	
Share capital (Note 3)	
Common stock - $0.001 par value	
50,000,000 authorized; 100 issued and outstanding	1
Preferred stock - $0.001 par value	
5,000,000 authorized	
Deficit accumulated in the development stage	(50,595)
	(50,594)
	$ 7,937

On behalf of the Board:

Director

The accompanying notes are an integral part of these financial statements. WOWtown.com Inc.
a development stage enterprise)
Statement of Operations
For the Initial Period from date of Incorporation June 9, 1999 to October 31, 1999

(expressed in U.S. dollars)

OPERATING EXPENSES	
Professional fees	$ 859
Office and miscellaneous	3,512

Development expenses (Note 4)	46,224
LOSS FROM OPERATIONS	$ (50,595)

The accompanying notes are an integral part of these financial statements.

WOWtown.com Inc.
(a development stage enterprise)
Statement of Stockholders' Deficit
For the Initial Period from date of
Incorporation June 9, 1999 to October 31, 1999

(expressed in U.S. dollars)

	Common Stock		Deficit Accumulated in the development	
	Number of Shares	Amount	stage	Total
Issuance of common stock	100	$ 1	$ -	$ 1
Loss for the period	-	-	(50,595)	(50,595)
Balance October 31, 1999	100	$ 1	$(50,595)	$(50,594)

The accompanying notes are an integral part of these financial statements.

WOWtown.com Inc.
(a development stage enterprise)
Statement of Cash Flows
For the Initial Period from date of
Incorporation June 9, 1999 to October 31, 1999

(expressed in U.S. dollars)

OPERATING ACTIVITIES	
Loss for the period	$(50,595)
Add: Changes in non-cash working capital	
Accounts payable	15,332
Net cash used in operating activities	(35,263)
FINANCING ACTIVITIES	
Advances from stockholders	2,499
Increase in notes payable	40,700
Issuance of share capital	1
Net cash provided by financing activities	43,200
INVESTING ACTIVITIES	
Increase in deferred charges	(3,150)
Net cash used in investing activities	(3,150)
NET CHANGE IN CASH DURING THE PERIOD	4,787
CASH AT BEGINNING OF PERIOD	--
CASH AT END OF PERIOD	$ 4,787

The accompanying notes are an integral part of these financial statements

WOWtown.com Inc.
(a development stage enterprise)
Notes to Financial Statements
October 31, 1999

1. FORMATION AND BUSINESS OF THE COMPANY

WOWtown.com Inc. (the "Company") was incorporated in Nevada, U.S.A. on June 9, 1999.

The Company is a development stage company and its purpose at this time is focused on bringing the Internet from the World Wide Web to an interactive local market, develop advertising resources and community directories. The Company is developing a community of Local Market Internet Portals in major North American centres with further extension into suburbs and neighborhoods.

It is a free membership concept for the internet user, creating savings and discounts for the members with the participating local business establishments. There are approximately 1,100 members at this time.

Going concern

The accompanying financial statements have been presented assuming the Company will continue as a going concern. At October 31, 1999, the Company had accumulated $50,595 in losses and had no material revenue producing operations. At the date of this report, the Company's ability to continue as a going concern is dependent upon its ability to raise additional capital or merge with a revenue producing venture partner.

2. SIGNIFICANT ACCOUNTING POLICIES

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Income taxes

The Company uses the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the difference between financial statement and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance in respect of amounts considered by management to be less likely than not of realization in future periods.

3. SHARE CAPITAL

Holders of the common stock are entitled to one vote per share and share equally in any dividends declared and distributions on liquidation.

4. RELATED PARTY TRANSACTIONS

(a) A company controlled by a director of the Company has provided administrative services and facilities to the Company and development expenses at cost. The Company as at October 31, 1999 was indebted in relation to these services are as follows:

Notes payable	$ 10,600
Accounts payable	2,254
	$ 12,854

(b) A company controlled by three of the stockholders has performed development services for the Company at cost. As at October 31, 1999, the Company was indebted for these services are as follows:

Note payable	$ 8,300
Accounts payable	2,539
	$ 10,839

The total amount of expenses incurred through services of these related parties are as follows:

Administrative	$ 3,500
Development expenses	23,445
	$ 26,945

5. NOTES PAYABLE

Notes payable to unrelated parties amounting to $21,800 do not bear interest and are due and payable on December 31, 1999.

Notes payable to related parties amounting to $18,900 do not bear interest

and are due and payable on December 31, 1999.

WOWtown.com Inc.
(a development stage enterprise)
Notes to Financial Statements
October 31, 1999

6. LOANS FROM STOCKHOLDERS

Loans from stockholders are interest-free and have no terms of repayment.

7. YEAR 2000

The Year 2000 Issue arises because many computerized systems use two digits rather than four to identify a year. Date-sensitive systems may recognize the Year 2000 as 1900 or some other date, resulting in errors when information using year 2000 dates is processed. In addition, similar problems may arise in some systems which use certain dates in 1999 to represent something other than a date. The effects of the Year 2000 Issue may be experienced before, on, or after January 1, 2000, and, if not addressed, the impact on operations and financial reporting may range from minor errors to significant systems failure which could affect the Company's ability to conduct normal business operations. It is not possible to be certain that all aspects of the Year 2000 Issue affecting the Company, including those related to the efforts of customers, suppliers, or other third parties, will be fully resolved.

8. FINANCIAL INSTRUMENTS AND CONCENTRATIONS OF CREDIT RISK

The Company's financial instruments consist of cash, accounts payable, notes payable, and loans from stockholders. It is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair value of these financial instruments approximate their carrying values.

WOWtown.com, Inc.
(a development stage enterprise)
Financial Statements
January 31, 2000
(Unaudited)

WOWtown.com, Inc.
(a development stage enterprise)
Balance Sheet
January 31, 2000
(Unaudited)

(expressed in U.S. dollars)

ASSETS

CURRENT	
Cash	$ 16,389
CAPITAL ASSETS	9,559
DEFERRED CHARGES	7,967
	$ 33,915

LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES	
Accounts payable (Note 2)	$ 14,517
Notes payable	71,800
Notes payable to related parties (Note 2)	18,900

Loans from stockholders (Note 3)	2,499
	107,716
STOCKHOLDERS' DEFICIT	
Share capital	
Common stock - $0.001 par value	
50,000,000 authorized; 100 issued and outstanding	1
Preferred stock - $0.001 par value	
5,000,000 authorized	
Deficit accumulated in the development stage	(73,802)
	(73,801)
	$ 33,915

The accompanying notes are an integral part of these financial statements.

WOWtown.com, Inc.
(a development stage enterprise)
Statement of Operations
For the Initial Period from date of
Incorporation June 9, 1999 to January 31, 2000
(Unaudited)

(expressed in U.S. dollars)

OPERATING EXPENSES	
Development expenses (Note 2)	$ 47,898
Office and miscellaneous	17,668
Professional fees	4,883
Sales and marketing	3,353
LOSS FROM OPERATIONS	$ (73,802)

The accompanying notes are an integral part of these financial statements.

WOWtown.com, Inc.
(a development stage enterprise)
Statement of Cash Flows
For the Initial Period from date of
Incorporation June 9, 1999 to January 31, 2000
(Unaudited)

(expressed in U.S. dollars)

OPERATING ACTIVITIES	
Loss for the period	$(73,802)
Add: Changes in non-cash working capital	
Accounts payable	14,517
Net cash used in operating activities	(59,285)
FINANCING ACTIVITIES	
Advances from stockholders	2,499
Increase in notes payable	90,700
Issuance of share capital	1
Net cash provided by financing activities	93,200
INVESTING ACTIVITIES	
Purchase of capital assets	(9,559)
Increase in deferred charges	(7,967)
Net cash used in investing activities	(17,526)
NET CHANGE IN CASH DURING THE PERIOD	16,389
CASH AT BEGINNING OF PERIOD	-
CASH AT END OF PERIOD	$ 16,389

The accompanying notes are an integral part of these financial statements.

WOWtown.com, Inc.
(a development stage enterprise)
Notes to Financial Statements
January 31, 2000
(Unaudited)

1. FORMATION AND BUSINESS OF THE COMPANY

WOWtown.com Inc. (the "Company") was incorporated in Nevada, U.S.A. on June 9, 1999.

The Company is a development stage company and its purpose at this time is focused on bringing the Internet from a global presence down to interactive local markets, providing advertising resources and community directories. The Company is developing a community of Local Market Internet Portals in major North American centres with further extension into suburbs and neighborhoods. It is a free membership concept for the internet user, creating savings and discounts for the members with the participating local business establishments. There are approximately 1,500 members at this time.

2. RELATED PARTY TRANSACTIONS

(a) A company controlled by a director of the Company has provided administrative services and facilities to the Company and development expenses at cost. The Company as at January 31, 2000 was indebted in relation to these services are as follows:

Notes payable	$ 10,600
Accounts payable	2,327
	$ 12,927

(b) A company controlled by three of the stockholders has performed development services for the Company at cost. As at January 31, 2000, the Company was indebted for these services are as follows:

Note payable	$ 8,300
Accounts payable	3,539
	$ 11,839

The total amount of expenses incurred through services of these related parties are as follows:

Administrative	$ 4,266
Development expenses	23,445
	$ 27,711

3. LOANS FROM STOCKHOLDERS

Loans from stockholders are interest-free and have no terms of repayment.

PARAMOUNT SERVICES CORP.
PRO FORMA FINANCIAL INFORMATION

The accompanying pro forma financial information reflects the purchase by Paramount Services Corp. ("Paramount") of all the issued and outstanding shares of WOWtown.com, Inc. ("WOWtown"). The transaction will be accounted for as a reverse purchase acquisition between WOWtown as the acquirer and Paramount as the acquired company. The pro forma financial information presented consists of a condensed income statement for the nine-month period ended January 31, 2000 as if the transaction had occurred on May 1, 1999. A pro form condensed income statement for the year ended April 30, 1999 is not presented as WOWtown was only incorporated on June 9, 1999, as the income statement for the year ended April 30, 1999 would be non-existent. In addition, a pro forma balance sheet as at January 31, 2000 is presented as if the transaction had occurred on January 31, 2000.

Pro Forma Condensed Income Statement
January 31, 2000
(Unaudited)

<TABLE>
<S> <C> <C> <C> <C>
<C>

	Historical Statements			Pro Forma	
	Paramount		WOWtown		
	Nine months Ended January 31, 2000	Period from December 18, 1997 (date of incorporation) to January 31, 2000	Period from June 9, 1999 (date of incorporation) to January 31, 2000	Nine months Ended January 31, 2000	Period from December 18, 1997 (date of incorporation) to January 31, 2000
			(Note 1)		
Sales and marketing	$--	$--	$3,353	$3,353	$3,353
Development expenses	--	--	47,898	47,898	47,898
Professional fees	7,355	22,175	4,883	12,238	27,058
Office and administration	6,289	6,289	17,668	23,957	23,957
Net Loss for the Period	$(13,644)	$(28,464)	$(73,802)	$(87,446)	$(102,266)

Loss per share, basic and diluted	$ (0.005)
Adjusted weighted average number of common shares issued	14,698,000

</TABLE>

Note to the Pro Forma Condensed Income Statement for the nine month period ended January 31, 2000.

Note 1 WOWtown was incorporated on June 9, 1999; therefore the financial figures are for the period from June 9, 1999 to January 31, 2000.

Pro Forma Condensed Balance Sheet
January 31, 2000
(Unaudited)

	Historical Statements		Adjustments		Pro Forma
	Paramount	WOWtown			Statement
ASSETS					
CURRENT					
Cash	$ 537	$ 16,389	$500,000	(Note 4)	$516,926
CAPITAL ASSETS	-	9,559	-		9,559
DEFERRED CHARGES	-	7,967	-		7,967
	$ 537	$ 33,915	$500,000		$ 534,452
LIABILITIES					
CURRENT					
Accounts payable	$ 2,007	$ 14,517	-		$ 16,524
Notes payable	-	71,800	-		71,800
Notes payable and amounts due to related parties	21,984	18,900	-		40,884
Loans from stockholders	-	2,499	-		2,499
	23,991	107,716	-		131,707
STOCKHOLDERS' EQUITY (DEFICIT)					
Common Stock	225	1	(225)	(Note 1)	735
			500	(Note 1)	
			10	(Note 2)	
			224	(Note 3)	
Preferred Stock	-	-	1	(Note 4)	1
Additional paid-in capital	4,785	-	499,999	(Note 4)	499,775
			(4,785)	(Note 1)	
			(224)	(Note 3)	
Deficit accumulated in the development stage	(28,464)	(73,802)	(10)	(Note 2)	(97,766)
			(23,954)	(Note 1)	
			28,464	(Note 1)	
	(23,454)	(73,801)	500,000		402,745

$ 537	$ 33,915	$500,000	$534,452

Note 1 This adjustment reflects the reverse purchase acquisition and the issuance of 10,000,000 shares in the transaction.

Note 2 This adjustment reflects the issue of 200,000 shares of Paramount as a consulting fee.

Note 3 This adjustment reflects the par value of 14,698,000 outstanding common shares of Paramount at $0.0001 per share.

Note 4 This adjustment reflects the issue of 500 Paramount preferred shares for $1,000 each.

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No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this prospectus, and if given or made, such information or representations must not be relied upon as having been authorized by wowtown.com. This prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any of the securities offered in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction. Neither the delivery of this prospectus nor any sale made in this prospectus shall, under any circumstances, create any implication that the information in this prospectus is correct as of any time subsequent to the date of this prospectus or that there has been no change in the affairs of wowtown.com since such date.

Until _____, 2000 all dealers effecting transactions in the registered securities, whether or not participating in this distribution, may be required to deliver a prospectus. This in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
Information Not Required in Prospectus

Item 24. Indemnification of Officers and Directors

The Delaware General Corporation Law and the Company's Certificate of Incorporation and Bylaws provide that we may indemnify any and all of its officers, directors, employees or agents or former officers, directors, employees or agents, against expenses actually and necessarily incurred by them, in connection with the defense of any legal proceeding or threatened legal proceeding, except as to matters in which such persons shall be determined to not have acted in good faith and in our best interest.

Item 25. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses payable by us in connection with the issuance and distribution of the securities being registered hereunder. No expenses shall be borne by the selling stockholder. All of the amounts shown are estimates, except for the SEC Registration Fees.

SEC Filing Fee	$ 1,216
NASD Filing Fee	500
Blue Sky Fees and Expenses	2,000

Printing and Engraving Expenses	500
Legal Fees and Expenses	25,000
Accounting Fees and Expenses	10,000
Miscellaneous Expenses	5,784
TOTAL	$45,000

All expenses other than the SEC and NASD filing fees are estimated.

Item 26. Recent Sales of Unregistered Securities.

The following information sets forth all securities which have been sold by us during the past three years and which securities were not registered under the Securities Act of 1933, as amended. Unless otherwise indicated, the consideration paid for the shares was cash. All historical share data in this prospectus has been adjusted to reflect a one-for-two forward share split that was effective February 25, 2000.

Common Stock

Date of Sale	Name	Number of Shares of Common Stock	Consideration
December 11, 1997	Bona Vista West Ltd.	4,347,800	$5,000
December 19, 1997	Bona Vista West Ltd.	80	$10
January 9, 1998	Holders of Series "M" common stock of STB Corp.	150,120	175,456 shares of Series "M" common stock of STB Corp. valued at $175
February 7, 2000	595796 B.C. Ltd.	10,000,000	100 shares of WOWtown.com, (Nevada) Inc. valued at $500
February 7, 2000	Century Capital Management Ltd.	200,000	Consulting services valued at $10
March 31, 2000	535735 B.C. Ltd.	3,539	Consulting services valued at $5,840
March 31, 2000	Pedpac Marketing Ltd.	7,781	Consulting services valued at $12,839

Series A Convertible preferred stock

Date of Sale	Name	Number of Shares of Series A Convertible Preferred Stock	Consideration
7 February 2000	Augustine Fund LP	250	$250,000
7 February 2000	Ascent Financial Incorporated	250	$250,000

All sales of the Company's common stock prior to February 1999 were exempt from registration pursuant to Rule 504 of the Securities and Exchange Commission.

All sales of the Company's common stock on or after February 7, 2000 were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933. All shares of common stock issued on or after February 7, 2000 were acquired for investment purposes only and without a view to distribution. All of the persons who acquired these shares of common stock were fully informed and advised about matters concerning the Company, including its business, financial affairs and other matters. The purchasers of the Company's common stock acquired the securities for their own accounts. The certificates evidencing the shares of common stock bear legends stating that the shares represented by the certificates may not be offered, sold or transferred other than pursuant to an effective registration statement under the Securities Act of 1933, or pursuant to an applicable exemption from registration. All shares of common stock sold on or after February 7, 2000 are "restricted" securities as defined in Rule 144 of the Rules and Regulations of the Securities and Exchange Commission.

The sales of the Series A preferred shares were exempt from registration pursuant to Rule 506 of the Securities and Exchange Commission. The preferred

shares were acquired for investment purposes only and without a view to distribution. All of the persons who acquired the Series A preferred shares were fully informed and advised about matters concerning the Company, including its business, financial affairs and other matters. The purchasers of the Series A preferred shares acquired the securities for their own accounts. The certificates evidencing the Series A preferred shares bear legends stating that the shares represented by the certificates may not be offered, sold or transferred other that pursuant to an effective registration statement under the Securities Act of 1933, or pursuant to an applicable exemption from registration. All the Series A preferred shares are "restricted" securities as defined in Rule 144 of the Rules and Regulations of the Securities and Exchange Commission.

Item 27. Exhibits

The following Exhibits are filed with this Registration Statement:

	Exhibits	Page Number
1	Underwriting Agreement	N/A
3.1	Certificate of Incorporation and Amendments	----------
3.2	Bylaws	----------
4.1	Certificate of Designation of Series A preferred stock	----------
5	Opinion of Counsel	----------
10	Share Exchange Agreement	----------
23.1	Consent of Hart and Trinen	----------
23.2	Consent of Ernst & Young LLP	----------
23.3	Consent of N.I. Cameron	----------
24.	Power of Attorney	Included as part of the Signature Page
27.	Financial Data Schedules	----------

Item 28. Undertakings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement.

(i) To include any Prospectus required by Section l0 (a)(3) of the Securities Act of l933;

(ii) To reflect in the Prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement, including (but not limited to) any addition or deletion of a managing underwriter.

(2) That, for the purpose of determining any liability under the Securities Act of l933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To provide to the Underwriter at the closing specified in the

underwriting agreement certificates in such denominations and registered in such names as required by the Underwriter to permit prompt delivery to each purchaser.

(5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

POWER OF ATTORNEY

The registrant and each person whose signature appears below hereby authorizes the agent for service named in this Registration Statement, with full power to act alone, to file one or more amendments (including post-effective amendments) to this Registration Statement, which amendments may make such changes in this Registration Statement as such agent for service deems appropriate, and the Registrant and each such person hereby appoints such agent for service as attorney-in-fact, with full power to act alone, to execute in the name and in behalf of the Registrant and any such person, individually and in each capacity stated below, any such amendments to this Registration Statement.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Vancouver, British Columbia, on the 30th day of May, 2000.

wowtown.com, Inc.

By /s/ David Packman

David Packman, President

By /s/ Stephen Jackson

Stephen Jackson, Secretary
Stephen Jackson

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

	Title	Date
/s/ David Packman David Packman	Director	May 30, 2000
/s/ Stephen Jackson Stephen Jackson	Director	May 30, 2000
/s/ David Jackson David Jackson	Director	May 30, 2000
/s/ Patrick Helme Patrick Helme	Director	May 30, 2000

CERTIFICATE OF INCORPORATIONOFINTERNET INTERNATIONAL COMMUNICATIONS LTD.

The undersigned natural, adult person, acting as incorporator of a corporation (hereinafter usually referred to as the "Corporation") pursuant to the provisions of the Delaware Corporation Law, hereby adopts the following Certificate of Incorporation for said Corporation:

ARTICLE I
Name

The name of the Corporation shall be Internet International Communications Ltd.

ARTICLE II
Duration

The period of duration of the Corporation shall be perpetual.

ARTICLE III
Purpose

The purpose for which the Corporation is organized is to transact any or all lawful business for which corporations may be incorporated pursuant to the Delaware Corporation Law.

ARTICLE IV
Capital Stock

The authorized capital stock of the Corporation shall consist of 30,000,000 shares of common stock, $0.0001 par value, and 5,000,000 shares of preferred stock, $0.0001 par value.

ARTICLE V
Preferences, Limitations,
and Relative Rights of
Capital Stock

No share of the common stock shall have any preference over or limitation in respect to any other share of such common stock. All shares of common stock shall have equal rights and privileges, including the following:

1. All shares of common stock shall share equally in dividends. Subject to the applicable provisions of the laws of this State, the Board of Directors of the Corporation may, from time to time, declare and the Corporation may pay dividends in cash, property, or its own shares, except when the Corporation is insolvent or when the payment thereof would render the Corporation insolvent or when the declaration or payment thereof would be contrary to any restrictions

contained in this Certificate of Incorporation. When any dividend is paid or any other distribution is made, in whole or in part, from sources other than unreserved and unrestricted earned surplus, such dividend or distribution shall be identified as such, and the source and amount per share paid from each source shall be disclosed to the stockholder receiving the same concurrently with the distribution thereof and to all other stockholders not later than six months after the end of the Corporation's fiscal year during which such distribution was made.

2. All shares of common stock shall share equally in distributions in partial liquidation. Subject to the applicable provisions of the laws of this State, the Board of Directors of the Corporation may distribute, from time to time, to its stockholders in partial liquidation, out of stated capital or capital surplus of the Corporation, a portion of its assets in cash or property, except when the Corporation is insolvent or when such distribution would render the Corporation insolvent. Each such distribution, when made, shall be identified as a distribution in partial liquidation, out of stated capital or capital surplus, and the source and amount per share paid from each source shall be disclosed to all stockholders of the Corporation concurrently with the distribution thereof. Any such distribution may be made by the Board of Directors from stated capital without the affirmative vote of any stockholders of the Corporation.

3. Each outstanding share of common stock shall be entitled to one vote at stockholders' meetings, either in person or by proxy.

(b) The designations, powers, rights, preferences, qualifications, restrictions and limitations of the preferred stock shall be established from time to time by the Corporation's Board of Directors, in accordance with the Delaware Corporation Law.

(c) 1. Cumulative voting shall not be allowed in elections of directors or for any purpose.

2. No holders of shares of capital stock of the Corporation shall be entitled, as such, to any preemptive or preferential right to subscribe to any unissued stock or any other securities which the Corporation may now or hereafter be authorized to issue. The Board of Directors of the Corporation, however, in its discretion by resolution, may determine that any unissued securities of the Corporation shall be offered for subscription solely to the holders of common stock of the Corporation, or solely to the holders of any class or classes of such stock, which the Corporation may now or hereafter be authorized to issue, in such proportions based on stock ownership as said board in its discretion may determine.

3. The Board of Directors may restrict the transfer of any of the Corporation's stock issued by giving the Corporation or any stockholder "first right of refusal to purchase" the stock, by making the stock redeemable, or by restricting the transfer of the stock under such terms and in such manner as the directors may deem necessary and as are not inconsistent with the laws of this State. Any stock so restricted must carry a conspicuous legend noting the restriction and the place where such restriction may be found in the records of the Corporation.

4. The judgment of the Board of Directors as to the adequacy of any consideration received or to be received for any shares, options, or any other securities which the Corporation at any time may be authorized to issue or sell or otherwise dispose of shall be conclusive in the absence of fraud, subject to the provisions of these Articles of Incorporation and any applicable law.

ARTICLE VI
Registered Agent

The name and address of the Corporation's initial registered agent shall be:

The Company Corporation
1313 North Market Street
New Castle County
Wilmington, Delaware 19801-1151

The Board of Directors, however, from time to time may establish such other offices, branches, subsidiaries, or divisions which it may consider to be advisable.

ARTICLE VII
Directors

The affairs of the Corporation shall be governed by a board of not less than one (1) director, who shall be elected in accordance with the Bylaws of the Corporation. Subject to such limitation, the number of directors shall be fixed by or in the manner provided in the Bylaws of the Corporation, as may be amended from time to time. The organization and conduct of the board shall be in accordance with the following:

1. The name and address of the initial Director, who shall hold office until the first annual meeting of the stockholders of the Corporation or until his successor shall have been elected and qualified, is:

Name	Address
Andrew Hromyk	1177 West Hastings Street #1910 Vancouver, B.C., Canada V6E-2K3

2. The directors of the Corporation need not be residents of Delaware and shall not be required to hold shares of the Corporation's capital stock.

3. Meetings of the Board of Directors, regular or special, may be held within or without Delaware upon such notice as may be prescribed by the Bylaws of the Corporation. Attendance of a director at a meeting shall constitute a waiver by him of notice of such meeting unless he attends only for the express purpose of objecting to the transaction of any business thereat on the ground that the meeting is not lawfully called or convened.

4. A majority of the number of directors at any time constituting the Board of Directors shall constitute a quorum for the transaction of business.

5. By resolution adopted by a majority of the Directors at any time constituting the Board of Directors, the Board of Directors may designate two or

more directors to constitute an Executive Committee or one or more other committees each of which shall have and may exercise, to the extent permitted by law or in such resolution, all the authority of the Board of Directors in the management of the Corporation; but the designation of any such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law.

6. Any vacancy in the Board of Directors, however caused or created, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is duly elected and qualified.

ARTICLE VIII
Officers

The officers of the Corporation shall be prescribed by the Bylaws of this Corporation.

ARTICLE IX
Meetings of Stockholders

Meetings of the stockholders of the Corporation shall be held at such place within or without Delaware and at such times as may be prescribed in the Bylaws of the Corporation. Special meetings of the stockholders of the Corporation may be called by the President of the Corporation, the Board of Directors, or by the record holder or holders of at least ten percent (10%) of all shares entitled to vote at the meeting. At any meeting of the stockholders, except to the extent otherwise provided by law, a quorum shall consist of a majority of the shares entitled to vote at the meeting; and, if a quorum is present, the affirmative vote of the majority of shares represented at the meeting and entitled to vote thereat shall be the act of the stockholders unless the vote of a greater number is required by law.

ARTICLE X
Voting

When, with respect to any action to be taken by stockholders of this Corporation, the laws of Delaware requires the affirmative vote of the holders of more than a majority of the outstanding shares entitled to vote thereon, or of any class or series, such action may be taken by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote on such action.

ARTICLE XI
Bylaws

The initial Bylaws of the Corporation shall be adopted by its Board of Directors. Subject to repeal or change by action of the stockholders, the power to alter, amend, or repeal the Bylaws or to adopt new Bylaws shall be vested in the Board of Directors.

ARTICLE XII
Transactions with Directors and
Other Interested Parties

No contract or other transaction between the Corporation and any other corporation, whether or not a majority of the shares of the capital stock of such other corporation is owned by the Corporation, and no act of the Corporation shall in any way be affected or invalidated by the fact that any of the directors of the Corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation. Any director of the corporation, individually, or any firm with which such director is affiliated may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of the Corporation; provided, however, that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors of the Corporation, or a majority thereof, at or before the entering into such contract or transaction; and any director of the Corporation who is also a director or officer of such other corporation, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XIII
Limitation of Director Liability
and Indemnification

No director of the Corporation shall have liability to the Corporation or to its stockholders or to other security holders for monetary damages for breach of fiduciary duty as a director; provided, however, that such provisions

shall not eliminate or limit the liability of a director to the Corporation or to its shareholders or other security holders for monetary damages for: (i) any breach of the director's duty of loyalty to the Corporation or to its shareholders or other security holders; (ii) acts or omissions of the director not in good faith or which involve intentional misconduct or a knowing violation of the law by such director; (iii) acts by such director as specified by the Delaware Corporation Law; or (iv) any transaction from which such director derived an improper personal benefit.

No officer or director shall be personally liable for any injury to person or property arising out of a tort committed by an employee of the Corporation unless such officer or director was personally involved in the situation giving rise to the injury or unless such officer or director committed a criminal offense. The protection afforded in the preceding sentence shall not restrict other common law protections and rights that an officer or director may have.

The word "director" shall include at least the following, unless limited by Delaware law: an individual who is or was a director of the Corporation and an individual who, while a director of a Corporation is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A

director shall be considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on or otherwise involve services by him to the plan or to participants in or beneficiaries of the plan. To the extent allowed by Delaware law, the word "director" shall also include the heirs and personal representatives of all directors.

This Corporation shall be empowered to indemnify its officers and directors to the fullest extent provided by law, including but not limited to the provisions set forth in the Delaware Corporation Law, or any successor provision.

ARTICLE XIII
Incorporator

The name and address of the incorporator of the Corporation is as follows:

Name	Address
William T. Hart	1624 Washington Street Denver, CO 80203

IN WITNESS WHEREOF, the undersigned incorporator has hereunto affixed his signature on the 5th day of December, 1997.

William T. Hart

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT
of
CERTIFICATE OF INCORPORATION

First: That at a meeting of the Board of Directors of INTERNET INTERNATIONAL COMMUNICATIONS LTD. resolutions were duly adopted setting forth proposed amendments of the Certificate of Incorporation of said corporation, declaring said amendments to be advisable and requesting a majority of the stockholders of said corporation to give their consent in writing thereto. The resolutions setting forth the proposed amendments are as follows:

BE IT RESOLVED THAT, that effective May 7, 1999 the Certificate of Incorporation of this corporation be amended by changing the article thereof numbered "I" so that, as amended, said Article shall be and read as follows:

Article I
Name

The name of the Corporation shall be "PARAMOUNT SERVICES CORP.

BE IT RESOLVED THAT, that effective May 7, 1999 each issued and outstanding share of this Corporation's Common stock shall automatically convert into 0.5 shares of this Corporation's Common stock. Notwithstanding the above, no fractional shares will be issued. Any

shareholder of this Corporation who on May 7, 1999 owned less than two shares, and who would therefor otherwise receive less than one share of this Corporation's Common stock shall be entitled to receive $.0001 for each share of this Corporation's Common stock owned by such shareholder immediately prior to the effective date of this amendment, provided such shareholder sends a written request for payment to this Corporation. Any fractional share which as a result of the foregoing would otherwise be issued to a shareholder of this Corporation shall be rounded down to the nearest whole share.

Second: That thereafter, pursuant to resolution of its Board of Directors, a majority of the stockholders of said corporation gave their consent in writing to the preceding resolutions in lieu of a meeting of stockholders pursuant to ss.228 of the General Corporation Law of the State of Delaware.

Third: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General corporation Law of the State of Delaware.

Fourth: That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: ----------
(Authorized Officer)

NAME: Andrew Hromyk

PARAMOUNT SERVICES CORP.

Amendment
to the
Certificate of Incorporation

Pursuant to the provisions of the Delaware General Corporation Law, Paramount Services Corp. adopts the following Amendments to its Certificate of Incorporation:

The following amendments were adopted on February 25, 2000. Such amendments were adopted by a vote of the shareholders. Notice of the Special Meeting of Shareholders at which the amendments were adopted was given in accordance with Section 222 of the Delaware General Corporation Law. The number of shares voted for the amendments was sufficient for approval pursuant to Section 242 of the Delaware General Corporation Law.

Amendments

Article I of the Certificate of Incorporation is amended to read as follows:

The name of the Corporation is wowtown.com, Inc.

The following paragraph is added to Article IV:

Effective February 25, 2000 each share of this Corporation's issued and outstanding common stock shall automatically convert into two shares of this Corporation's common stock.

PARAMOUNT SERVICES CORP.

By _____
David Packman, President

Date: February 25, 2000

BYLAWS

OF

INTERNET INTERNATIONAL COMMUNICATIONS LTD.

ARTICLE I
OFFICES

Section 1. Offices:

The principal office of the Corporation shall be determined by the Board of Directors, and the Corporation shall have other offices at such places as the Board of Directors may from time to time determine.

ARTICLE II
STOCKHOLDER'S MEETINGS

Section 1. Place:

The place of stockholders' meetings shall be the principal office of the Corporation unless some other place shall be determined and designated from time to time by the Board of Directors.

Section 2. Annual Meeting:

The annual meeting of the stockholders of the Corporation for the election of directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year on a date to be determined by the Board of Directors.

Section 3. Special Meetings:

Special meetings of the stockholders for any purpose or purposes may be called by the President, the Board of Directors, or the holders of ten percent (10%) or more of all the shares entitled to vote at such meeting, by the giving of notice in writing as hereinafter described.

Section 4. Voting:

At all meetings of stockholders, voting may be viva voce; but any qualified voter may demand a stock vote, whereupon such vote shall be taken by ballot and the Secretary shall record the name of the stockholder voting, the number of shares voted, and, if such vote shall be by proxy, the name of the proxy holder. Voting may be in person or by proxy appointed in writing, manually signed by the stockholder or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided therein.

Each stockholder shall have such rights to vote as the Articles of Incorporation provide for each share of stock registered in his name on the books of the Corporation, except where the transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date, not to exceed, in any case, fifty (50) days preceding the meeting, for the determination of stockholders entitled to vote. The Secretary of the Corporation shall make, at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting.

Section 5. Order of Business:

The order of business at any meeting of stockholders shall be as follows:

1. Calling the meeting to order.

2. Calling of roll.

3. Proof of notice of meeting.

4. Report of the Secretary of the stock represented at the meeting and the existence or lack of a quorum.

5. Reading of minutes of last previous meeting and disposal of any unapproved minutes.

6. Reports of officers.

7. Reports of committees.

8. Election of directors, if appropriate.

9. Unfinished business.

10. New business.

11. Adjournment.

12. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Organization and Powers:

The Board of Directors shall constitute the policy-making or legislative authority of the Corporation. Management of the affairs, property, and business of the Corporation shall be vested in the Board of Directors, which shall consist of not less than one nor more than ten members, who shall be elected at the annual meeting of stockholders by a plurality vote for a term of one (1) year, and shall hold office until their successors are elected and qualify. Directors need not be stockholders. Directors shall have all powers with respect to the management, control, and determination of policies of the Corporation that are not limited by these Bylaws, the Articles of Incorporation, or by statute, and the enumeration of any power shall not be considered a limitation thereof.

Section 2. Vacancies:

Any vacancy in the Board of Directors, however caused or created, shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, or at a special meeting of the stockholders called for that purpose. The directors elected to fill vacancies shall hold office for the unexpired term and until their successors are elected and qualify.

Section 3. Regular Meetings:

A regular meeting of the Board of Directors shall be held, without other notice than this Bylaw, immediately after and at the same place as the annual meeting of stockholders or any special meeting of stockholders at which a director or directors shall have been elected. The Board of Directors may provide by resolution the time and place, either within or without the State of Delaware, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings:

Special meetings of the Board of Directors may be held at the principal office of the Corporation, or such other place as may be fixed by resolution of the Board of Directors for such purpose, at any time on call of the President or of any member of the Board, or may be held at any time and place without notice, by unanimous written consent of all the members, or with the presence and participation of all members at such meeting. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called, constituted, and held.

Section 5. Notices:

Notices of both regular and special meetings, save when held by unanimous consent or participation, shall be mailed by the Secretary to each member of the Board not less than three days before any such meeting and notices of special meetings may state the purposes thereof. No failure or irregularity of notice of any regular meeting shall invalidate such meeting or any proceeding thereat.

Section 6. Quorum and Manner of Acting:

A quorum for any meeting of the Board of Directors shall be a majority of the Board of Directors as then constituted. Any act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action of such majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board, shall always be as valid and effective in all respects as if otherwise duly taken by the Board of Directors.

Section 7. Executive Committee:

The Board of Directors may by resolution of a majority of the Board designate two (2) or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation; but the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law.

Section 8. Order of Business:

The order of business at any regular or special meeting of the Board of Directors, unless otherwise prescribed for any meeting by the Board, shall be as follows:

1. Reading and disposal of any unapproved minutes.

2. Reports of officers and committees.

3. Unfinished business.

4. New business.

5. Adjournment.

6. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

Section 9. Remuneration:

No stated salary shall be paid to directors for their services as such, but, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board. Members of special or standing committees may be allowed like compensation for attending meetings. Nothing herein contained shall be construed to preclude any director from receiving compensation for serving the Corporation in any other capacity, subject to such resolutions of the Board of Directors as may then govern receipt of such compensation.

ARTICLE IV
OFFICERS

Section 1. Titles:

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, and a Treasurer, who shall be elected by the directors at their first meeting following the annual meeting of stockholders. Such officers shall hold office until removed by the Board of Directors or until their successors are elected and qualify. The Board of Directors may appoint from time to time such other officers as it deems desirable who shall serve during such terms as may be fixed by the Board at a duly held meeting. The Board, by resolution, shall specify the titles, duties and responsibilities of such officers.

Section 2. President:

The President shall preside at all meetings of stockholders and, in the

absence of a, or the, Chairman of the Board of Directors, at all meetings of the directors. He shall be generally vested with the power of the chief executive officer of the Corporation and shall countersign all certificates, contracts, and other instruments of the Corporation as authorized by the Board of Directors or required by law. He shall make reports to the Board of Directors and stockholders and shall perform such other duties and services as may be required of him from time to time by the Board of Directors.

Section 3. Vice President:

The Vice President shall perform all the duties of the President if the President is absent or for any other reason is unable to perform his duties and shall have such other duties as the Board of Directors shall authorize or direct.

Section 4. Secretary:

The Secretary shall issue notices of all meetings of stockholders and directors, shall keep minutes of all such meetings, and shall record all proceedings. He shall have custody and control of the corporate records and books, excluding the books of account, together with the corporate seal. He shall make such reports and perform such other duties as may be consistent with his office or as may be required of him from time to time by the Board of Directors.

Section 5. Treasurer:

The Treasurer shall have custody of all moneys and securities of the Corporation and shall have supervision over the regular books of account. He shall deposit all moneys, securities, and other valuable effects of the Corporation in such banks and depositories as the Board of Directors may designate and shall disburse the funds of the Corporation in payment of just debts and demands against the Corporation, or as they may be ordered by the Board of Directors, shall render such account of his transactions as may be required of him by the President or the Board of Directors from time to time and shall otherwise perform such duties as may be required of him by the Board of Directors.

The Board of Directors may require the Treasurer to give a bond indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, or any other act of fraud or dishonesty resulting from his duties as Treasurer of the Corporation, which bond shall be in such amount as appropriate resolution or resolutions of the Board of Directors may require.

Section 6. Vacancies or Absences:

If a vacancy in any office arises in any manner, the directors then in office may choose, by a majority vote, a successor to hold office for the unexpired term of the officer. If any officer shall be absent or unable for any reason to perform his duties, the Board of Directors, to the extent not otherwise inconsistent with these Bylaws, may direct that the duties of such officer during such absence or inability shall be performed by such other officer or subordinate officer as seems advisable to the Board.

Section 7. Compensation:

No officer shall receive any salary or compensation for his services unless and until the Board of Directors authorizes and fixes the amount and terms of such salary or compensation.

ARTICLE V
STOCK

Section 1. Regulations:

The Board of Directors shall have power and authority to take all such rules and regulations as they deem expedient concerning the issue, transfer, and registration of certificates for shares of the capital stock of the Corporation. The Board of Directors may appoint a Transfer Agent and/or a Registrar and may require all stock certificates to bear the signature of such Transfer Agent and/or Registrar.

Section 2. Restrictions on Stock:

The Board of Directors may restrict any stock issued by giving the Corporation or any stockholder "first right of refusal to purchase" the stock, by making the stock redeemable or by restricting the transfer of the stock, under such terms and in such manner as the directors may deem necessary and as are not inconsistent with the Articles of Incorporation or by statute. Any stock so restricted must carry a stamped legend setting out the restriction or conspicuously noting the restriction and stating where it may be found in the records of the Corporation.

ARTICLE VI
DIVIDENDS AND FINANCES

Section 1. Dividends:

Dividends may be declared by the directors and paid out of any funds legally available therefor under the laws of Delaware, as may be deemed advisable from time to time by the Board of Directors of the Corporation. Before declaring any dividends, the Board of Directors may set aside out of net profits or earned or other surplus such sums as the Board may think proper as a reserve fund to meet contingencies or for other purposes deemed proper and to the best interests of the Corporation.

Section 2. Monies:

The monies, securities, and other valuable effects of the Corporation shall be deposited in the name of the Corporation in such banks or trust companies as the Board of Directors shall designate and shall be drawn out or removed only as may be authorized by the Board of Directors from time to time.

Section 3. Fiscal Year:

The Board of Directors by resolution shall determine the fiscal year of the Corporation.

ARTICLE VII
AMENDMENTS

These Bylaws may be altered, amended, or repealed by the Board of Directors by resolution of a majority of the Board.

ARTICLE VIII
INDEMNIFICATION

The Corporation shall indemnify any and all of its directors or officers, or former directors or officers, or any person who may have served at its request as a director or officer of another corporation in which this Corporation owns shares of capital stock or of which it is a creditor and the personal representatives of all such persons, against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which they, or any of them, were made parties, or a party, by reason of being or having been directors or officers or a director or officer of

the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or person shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty owed to the Corporation. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, independently of this Article, by law, under any Bylaw agreement, vote of stockholders, or otherwise.

ARTICLE IX
CONFLICTS OF INTEREST

No contract or other transaction of the Corporation with any other persons, firms or corporations, or in which the Corporation is interested, shall be affected or invalidated by the fact that any one or more of the directors or officers of the Corporation is interested in or is a director or officer of such other firm or corporation; or by the fact that any director or officer of the Corporation, individually or jointly with others, may be a party to or may be interested in any such contract or transaction.

AMENDED CERTIFICATE OF DESIGNATION

Andrew Hromyk certifies that he is the President and Secretary of Paramount Services Corp., a Delaware corporation (hereinafter referred to as the "Company") and that, pursuant to the Company's Certificate of Incorporation, as amended, and Section 151 of the General Business Corporation Law , the Board of Directors of the Company adopted the following resolutions on February 3, 2000.

The Certificate of Designation filed with the Secretary of State for the State of Delaware January 27, 2000 is hereby amended in its entirety and the following is adopted in its place:

Creation of Series A Convertible Preferred Stock

1. There is hereby created a series of preferred stock consisting of 500 shares and designated as the Series A Convertible Preferred Stock ("Preferred Stock"), having the voting powers, preferences, relative, participating, limitations, qualifications, optional and other special rights and the qualifications, limitations and restrictions thereof that are set forth below.

Conversion Provisions

2. The holders of Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

Conversion

(a) Right to Convert. Subject to paragraph (m) hereof, from and after the forty-fifth (45th) calendar day following the day on which the Company receives payment in full for Preferred Stock from and issues Preferred Stock to a particular holder of Preferred Stock (the "Issuance Date"), all Preferred Stock held by that holder shall be convertible at the option of the holder into such number of shares of common stock of the Company ("Common Stock") as is calculated by the Conversion Rate (as hereinafter defined). The Conversion Rate, subject to the exception defined in paragraph 2(b) hereof, shall be that number of shares of Common Stock equal to $1,000 divided by the lesser of: (i) seventy five per cent (75%) of the average Market Price (as hereinafter defined) of the shares of Common Stock for the ten trading days immediately prior to the Conversion Date (as hereinafter defined); or (ii) $2.00.

(b) Failure to Register Exemption. In the event that a registration statement in respect of the Common Stock to be issued upon the conversion of the Preferred Stock has not been filed with and declared effective by the Securities and Exchange Commission on or before the date which is twelve months following the Issuance Date (the "Anniversary Date"), the number of shares of Common Stock issued to a particular holder will be calculated by the Failure to Register Conversion Rate. The Failure to Register Conversion Rate shall be that number of shares of Common Stock equal to $1,000 divided by the lesser of: (i) fifty per cent (50%) of the Market Price of the shares of Common Stock on the day immediately preceding the Anniversary Date; or (ii) $2.00.

(c) Market Price. Market Price for a particular date shall be the closing bid price of the shares of Common Stock on such date, as reported by the National Association of Securities Dealers Automated Quotation System (`NASDAQ"), or the closing bid price in the over-the-counter market if other than NASDAQ.

(d) No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock, and in lieu thereof the number of shares of Common Stock to be issued for each share of Preferred Stock converted shall be rounded down to the nearest whole number of shares of Common Stock. Such number of whole shares of Common Stock to be issued upon the conversion of one share of Preferred Stock shall be multiplied by the number of shares of Preferred Stock submitted for conversion pursuant to the Notice of Conversion (defined below) to determine the total number of shares of Common Stock to be issued in connection with any one particular conversions.

(e) Method of Conversion. In order to convert Preferred Stock into shares of Common Stock, a holder of Preferred Stock shall

(A) complete, execute and deliver to the Company and the Company's Transfer Agent, Interwest Transfer Co. Inc. (the "Transfer Agent") the conversion certificate attached hereto as Exhibit A (the "Notice of Conversion"), and

(B) surrender the certificate or certificates representing the Preferred Stock being converted (the "Converted Certificate") to the Transfer Agent.

Subject to paragraph 2(h) hereof, the Notice of Conversion shall be effective and in full force and effect for a particular date if delivered to the Company and the Transfer Agent on that particular date prior to 5:00 pm, pacific time, by facsimile transmission or otherwise, provided that particular date is a business day, and provided that the original Notice of Conversion and the Converted Certificate are delivered to and received by the Transfer Agent within three (3) business days thereafter at 1981 East Murray Holladay Road, Suite 100, PO Box 17136, Salt Lake City, Utah 84117 Telephone 801-272-9294 and that particular date shall be referred to herein as the "Conversion Date". The person or persons entitled to receive the shares of Common Stock to be issued upon conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of the Conversion Date. If the original Notice of Conversion and the Converted Certificate are not delivered to and received by the Transfer Agent within three (3) business days following the Conversion Date, the Notice of Conversion shall become null and void as if it were never given and the Company shall, within two (2) business days thereafter, instruct the Transfer Agent to return to the holder by overnight courier any Converted Certificate that may have been submitted in connection with any such conversion. In the event that any Converted Certificate submitted represents a number of shares of Preferred Stock that is greater than the number of such shares that is being converted pursuant to the Notice of Conversion delivered in connection therewith, the Transfer Agent shall advise the Company to deliver a certificate representing the remaining number of shares of Preferred Stock not converted.

(f) Absolute Obligation to issue Common Stock. Upon receipt of a Notice of Conversion, the Company shall absolutely and unconditionally be obligated to cause a certificate or certificates representing the number of shares of Common Stock to which a converting holder of Preferred Stock shall be entitled as provided herein, which shares shall constitute fully paid and non-assessable shares of Common Stock and shall be issued to, delivered by overnight courier to, and received by such holder by the sixth (6th) business day following the Conversion Date. Such delivery shall be made at such address as such holder may designate therefor in its Notice of Conversion or in its written instructions submitted together therewith.

(g) Minimum Conversion. No less than 10 shares of Preferred Stock may be converted at any one time by a particular holder, unless the holder then holds less than 10 shares and converts all such shares held by it at that time.

(h) Deemed Conversion. Notwithstanding any other provision herein, and provided that a registration statement in respect of the Common Stock to be issued upon the conversion of the Preferred Stock has been filed with and declared effective by the Securities and Exchange Commission on or before the Anniversary Date, all of the Preferred Stock outstanding on Anniversary Date shall be deemed to convert into shares of Common Stock as is calculated by the Conversion Rate as defined in paragraph 2(a) hereof, provided that, in the event that this paragraph would result in a particular holder of Preferred Stock holding, together with the shares of Common Stock then held by that holder, more than 9.9% of the Company's then issued and outstanding Common Stock, the conversion deemed hereby shall be postponed until such time as the particular holder holds such number of shares of Common Stock that, together with the shares of Common Stock then held by that holder, would constitute less than 9.9% of the Company's then issued and outstanding Common Stock. The onus for notifying the Company of the application of this qualification shall be upon the particular holder.

Adjustments to Conversion Rate

(i) Reclassification, Exchange and Substitution. If the Common Stock to be issued on conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification, reverse stock split or forward stock split or stock dividend or otherwise (other than a subdivision or combination of shares provided for above), the holders of the Preferred Stock shall, upon its conversion be entitled to receive, in lieu of the Common Stock which the holders would have become entitled to receive but for such change, a number of shares of such other class or classes of stock that would have been subject to receipt by the holders if they had exercised their rights of conversion of the Preferred Stock immediately before that changes.

(j) Reorganizations, Mergers, Consolidations or Sale of Assets. If at any time there shall be a capital reorganization of the Company's common stock

(other than a subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 2) or merger of the Company into another corporation, or the sale of the Company's properties and assets as, or substantially as, an entirety to any other person, then, as a part of such reorganization, merger or sale, lawful provision shall be made so that the holders of the Preferred Stock receive the number of shares of stock or other securities or property of the Company, or of the successor corporation resulting from such merger, to which holders of the Common Stock deliverable upon conversion of the Preferred Stock would have been entitled on such capital reorganization, merger or sale if the Preferred Stock had been converted immediately before that capital reorganization, merger or sale to the end that the provisions of this paragraph (including adjustment of the Conversion Rate then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

(k) No Impairment. The Company will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, merger, dissolution, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 2 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(l) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Rate for any shares of Preferred Stock pursuant to paragraphs 2(i) or (j) hereof, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock effected thereby a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustments and readjustments; (ii) the Conversion Rate at the time in effect; and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of Preferred Stock

(m) Limitation on Conversion. Notwithstanding anything to the contrary set forth herein the Preferred Stock held by a particular Purchaser shall not convert if, upon giving effect to such conversion, the aggregate number of shares of Common Stock beneficially owned by that Purchaser and its affiliates exceed 9.9% of the outstanding shares of the Common Stock following such conversion.

Liquidation Provisions

3. In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, holders of Preferred Stock shall be entitled to receive an amount equal to $1,000.00 per share, plus any accrued and unpaid dividends. After the full preferential liquidation amount has been paid to, or determined and set apart for the Preferred Stock and all other series of preferred stock hereafter authorized and issued, if any, the remaining assets of the Company available for distribution to shareholders shall be distributed ratably to the holders of the Common Stock. In the event the assets of the Company available for distribution to its shareholders are insufficient to pay the full preferential liquidation amount per share required to be paid to the holders of Company's Preferred Stock, the entire amount of assets of the Company available for distribution to shareholders shall be paid up to their respective full liquidation amounts first to the holders of Preferred Stock, then to any other series of preferred stock hereafter authorized and issued, all of which amounts shall be distributed ratably among holders of each such series of preferred stock, and the Common Stock shall receive nothing. A reorganization or any other consolidation or merger of the Company with or into any other corporation, or any other sale of all or substantially all of the assets of the Company, shall not be deemed to be a liquidation, dissolution or winding up of the Company within the meaning of this Section 3, and the Preferred Stock shall be entitled only to: (i) the rights provided in any agreement or plan governing the reorganization or other consolidation, merger or sale of assets transaction; (ii) the rights contained in the Delaware General Business Corporation Law; and (iii) the rights contained in other Sections hereof.

Dividend Provisions

4. The holders of shares of Preferred Stock shall not be entitled to receive any dividends.

Reservation of Stock to be issued upon Conversion

5. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock such number of its shares of Common Stock as shall from time to time be sufficient, based on the Conversion Rate then in effect, to effect the conversion of all then outstanding shares of the Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, then, in addition to all rights, claims and damages to which the holders of the Preferred Stock shall be entitled to receive at law or in equity as a result of such failure by the Company to fulfill its obligations to the holders hereunder, the Company will take any and all corporate or other action as may, in the opinion of its counsel, be helpful, appropriate or necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

Notices

6. In the event of the establishment by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any distribution, the Company shall mail to each holder of Preferred Stock at least twenty (20) days prior to the date specified therein a notice specifying the date on which any such record is to be taken for the purpose of such distribution and the amount and character of such distribution.

7. Any notices required by the provisions hereof to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid and return receipt requested, and addressed to each holder of record at its address appearing on the books of the Company or to such other address of such holder or its representative as such holder may direct.

Voting Provisions

8. Except as otherwise expressly provided or required by law, the Preferred Stock shall have no voting rights.

IN WITNESS WHEREOF, the Company has caused this Amended Certificate of Designation of Series A Convertible Preferred Stock to be duly executed by its President and attested to by its Secretary the 3rd day of February, 2000, who, by signing their names hereto, acknowledge that this Certificate of Designation is the act of the Company and state to the best of their knowledge, information and belief, under the penalties of perjury, that the above matters and facts are true in all material respects.

PARAMOUNT SERVICES CORP.

Andrew Hromyk, President

Andrew Hromyk, Secretary

EXHIBIT A

CONVERSION CERTIFICATE
PARAMOUNT SERVICES CORP.
Series A Convertible Preferred Stock

The undersigned holder (the "Holder") is surrendering to Paramount Services Corp., a Delaware corporation (the "Company"), one or more certificates representing shares of Series A Convertible Preferred Stock of the Company (the "Preferred Stock") in connection with the conversion of all or a portion of the Preferred Stock into shares of Common Stock, $0.0001 par value per share, of the Company (the "Common Stock") as set forth below.

1. The Holder understands that the Preferred Stock was issued by the Company pursuant to the exemption for registration under the United States Securities Act of 1933, as amended (the "Securities Act"), provided by Regulation D promulgated thereunder.

2. The Holder represents and warrants that all offers and sales of the Common

Stock issued to the Holder upon such conversion of the Preferred Stock shall be made (a) pursuant to an effective registration statement under the Securities Act, (in which case the Holder represents that a prospectus has been delivered) (b) in compliance with Rule 144, or (c) pursuant to some other exemption from registration.

Number of Shares of Preferred Stock being Converted:

Applicable Conversion Rate:

OR

Applicable Alternative Conversion Rate:

Number of Shares of Common Stock To be issued:

Conversion Date:

Delivery instructions for certificates of Common Stock and for new certificates representing any remaining shares of Preferred Stock:

Name of Holder - Printed

Signature of Holder

Hart &Trinen, LLP
1624 Washington St.
Denver, CO 80203
(303) 839-0061
(303) 839-5414 Fax

June 5, 2000

wowtown.com, Inc.
999 West Hastings St., Suite 450
Vancouver, British Columbia
Canada V6C 2W2

This letter will constitute an opinion upon the legality of the sale by wowtown.com, Inc. (the "Company"), of 1,000,000 shares of common stock, and by certain shareholders of the Company of up to 4,140,747 shares of common stock, all as referred to in the Registration Statement on Form SB-2 filed by the Company with the Securities and Exchange Commission.

We have examined the Articles of Incorporation, the Bylaws and the minutes of the Board of Directors of the Company and the applicable laws of the State of Delaware, and a copy of the Registration Statement. In our opinion:

the 1,000,00 shares to be offered by the Company have been validly authorized and such shares, when sold, will be fully paid and non-assessable; and

the Company was authorized to issue the 4,140,747 shares of stock to be sold by the shareholders named in the registration statement and such shares will, when sold, be legally issued, fully paid and non-assessable.

Very truly yours,

HART & TRINEN
William T. Hart

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the 13th day of January, 2000.

AMONG:

PARAMOUNT SERVICES CORP., a body corporate formed pursuant to the laws of the State of Delaware and having an office for business located at Suite 1650, 200 Burrard Street, Vancouver, British Columbia, V6C 3L6

(the "Purchaser")

AND:

595796 B.C. LTD., a body corporate formed pursuant to the laws of the Province of British Columbia and having its registered office located at P.O. Box 10068, Pacific Centre, Suite 1600, 609 Granville Street, Vancouver, British Columbia, V7Y 1C3

(the "Vendor")

AND:

DAVID B. JACKSON, businessman, of 2539 Westhill Drive, West Vancouver, British Columbia V7S 3E4

AND:

STEPHEN C. JACKSON, businessman, of 7433, 13th Avenue, Burnaby, British Columbia, V3M 2E2

AND:

DAVID PACKMAN, businessman, of 1858 West 12th Avenue, Vancouver, British Columbia V6J 2E8

(David B. Jackson, Stephen C. Jackson and David Packman being hereinafter referred to as the "Significant Shareholders")

WHEREAS:

A. WOW town.com Inc. (the "Company") is a body corporate formed pursuant to the laws of the State of Nevada and engaged in the business of developing a community of local market internet portals in major North American urban centers;

B. The Vendor owns all of the issued and outstanding common shares in the capital stock of the Company (the "Company Shares");

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Company Shares, subject to the terms and conditions of this Agreement; and

D. The Significant Shareholders own substantially all of the issued and outstanding shares of the Vendor and are being made parties to this Agreement for the purpose of jointly and severally covenanting with the Vendor to indemnify the Purchaser in the manner hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement the following terms will have the following meanings:

(a) "Acquisition Shares" means the 5,000,000 Purchaser Common Shares to be issued in the name of the Vendor at Closing;

(b) "Agreement" means this agreement among the Purchaser and the Vendor;

(c) "Bridge Loan" means the sum of $50,000 advanced to the Company as evidenced by the Promissory Note of the Company dated January 13th,

2000 and guaranteed by the Significant Shareholders;

(d) "Business" means all aspects of the business conducted by the Company, including, without limitation, developing a community of local market internet portals in major North American urban centers, extending these portals into suburbs and neighborhoods, and all other related activities;

(e) "Closing" means the completion, on the Closing Date, of the transactions contemplated hereby in accordance with Article 10 hereof;

(f) "Closing Date" means the day on which all conditions precedent to the completion of the transaction as contemplated hereby have been satisfied or waived;

(g) "Company" means WOW town.com Inc.;

(h) "Company Accounts Payable and Liabilities" means all accounts payable and liabilities of the Company due and owing as of December 31, 1999 as set forth is Schedule "C" hereto;

(i) "Company Accounts Receivable" means all accounts receivable and other debts owing to the Company as of December 31, 1999;

(j) "Company Assets" means the undertaking and all the property and assets of the Business of every kind and description wheresoever situated including, without limitation, the Company Equipment, the Company Inventory, the Company Material Contracts, the Company Accounts Receivable, the Company Cash, the Company Intangible Assets and the Company Goodwill, and all credit cards, charge cards and banking cards issued to the Company;

(k) "Company Cash" means all cash on hand or on deposit to the credit of the Company on the Closing Date;

(l) "Company Equipment" means all machinery, equipment, furniture, and furnishings used in the Business;

(m) "Company Financial Statements" means the audited financial statements of the Company for the fiscal period ended October 31, 1999, prepared in accordance with United States' generally accepted accounting principles, together with the unqualified auditors' report thereon attached hereto as Schedule "A";

(n) "Company Goodwill" means the goodwill of the Business together with the exclusive right of the Purchaser to represent itself as carrying on the Business in succession of the Company subject to the terms hereof, the right to all corporate, operating and trade names associated with the Business, or any variations of such names as part of or in connection with the Business, all telephone listings and telephone advertising contracts, all lists of customers, books and records and other information relating to the Business, all necessary licenses and authorizations and any other rights used in connection with the Business;

(o) "Company Intangible Assets" means all of the intangible assets of the Company, including, without limitation, the Company Goodwill, all trademarks, logos, copyrights, designs, and other intellectual and industrial property including, without limiting the generality of the foregoing, the domain names listed in Schedule "E" hereto and all other domain names registered by or in the name of the Company or the Vendor or its officers, directors, employees or shareholders and related to the Business;

(p) "Company Inventory" means all inventory and supplies of the Business existing on the Closing Date;

(q) "Company Material Contracts" means the burden and benefit of and the right, title and interest of the Company in, to and under all trade and non-trade contracts, engagements or commitments, whether written or oral, to which the Company is entitled in connection with the Business including, without limitation, any loan agreements, security agreements, indemnities and guarantees, any agreements with employees, lessees, licensees, managers, accountants, suppliers, agents, distributors, officers, directors, attorneys or others, and those contracts listed in Schedule "B" hereto;

(r) "Company Shares" means all of the issued and outstanding shares of the Company's common stock, par value $0.001;

(s) "Employment Agreements" means employment agreements among the Company, David B. Jackson, Stephen C. Jackson and David Packman to be entered into pursuant to Article 7 hereof;

(t) "Place of Closing" means the offices of Century Capital Management Ltd. or

such other place as the Purchaser and the Vendors may mutually agree upon;

(u) "Private Placement" means the private sale by the Purchaser of not less than 500 Purchaser Preferred Shares at a price of $1,000.00 per Purchaser Preferred Share;

(v) "Purchaser" means Paramount Services Corp.;

(w) "Purchaser Accounts Payable and Liabilities" means all accounts payable and liabilities of the Purchaser due and owing as of December 31, 1999 as set forth is Schedule "G" hereto;

(x) "Purchaser Common Shares" means the shares of common stock in the capital of the Purchaser;

(y) "Purchaser Financial Statements" means the audited financial statements of the Purchaser for the periods ended April 30, 1998 and 1999 and the management prepared financial statements of the Purchaser for the six month period ended October 31, 1998 and 1999, true copies of which are attached as Schedule "F" hereto;

(z) "Purchaser Preferred Shares" means the 500 shares of the Purchaser's Series A Convertible Preferred Stock to be issued in the Private Placement;

(aa) "Significant Shareholders" means David B. Jackson, Stephen C. Jackson and David Packman; and

(bb) "Vendor" means 595796 B.C. Ltd.

Any other terms defined within the text of this Agreement will have the meanings so ascribed to them.

Captions and Section Numbers

1.2 The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

Section References and Schedules

1.3 Any reference to a particular "Article", "section", "paragraph", "clause" or other subdivision is to the particular Article, section, clause or other subdivision of this Agreement and any reference to a Schedule by letter will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement. The Schedules to this Agreement are as follows:

Information concerning the Company

Schedule "A"	Company Financial Statements
Schedule "B"	Company Material Contracts
Schedule "C"	Company Accounts Payable and Liabilities
Schedule "D"	Debts to Related Parties
Schedule "E"	Domain Names

Information concerning the Purchaser

Schedule "F"	Purchaser Financial Statements
Schedule "G"	Purchaser Accounts Payable and Liabilities

Severability of Clauses

1.4 If any part of this Agreement is declared or held to be invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held to be invalid.

ARTICLE 2
PURCHASE AND SALE OF COMPANY SHARES

Sale of Company Shares

2.1 The Vendor agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Vendor, all the Company Shares at Closing subject to the terms and conditions of this Agreement.

Consideration

2.2 In consideration of the sale of the Company Shares by the Vendor to the Purchaser, the Purchaser agrees to issue the Acquisition Shares to the Vendor at Closing.

Adherence with Applicable Securities Laws

2.3 The Vendor agrees that it is acquiring the Acquisition Shares for investment purposes and will not offer, sell or otherwise transfer, pledge or hypothecate any of the Acquisition Shares (other than pursuant to an effective Registration Statement under the Securities Act of 1933 (United States), as amended) directly or indirectly unless:

(a) the sale is to the Purchaser;

(b) the sale is made pursuant to the exemption from registration under the Securities Act of 1933 (United States) provided by Rule 144 thereunder; or

(c) the Acquisition Shares are sold in a transaction that does not require registration under the Securities Act of 1933 (United States) or any applicable United States state laws and regulations governing the offer and sale of securities, and the Vendor has furnished to the Purchaser an opinion of counsel to that effect or such other written opinion as may be reasonably required by the Purchaser.

The Vendor acknowledges that the certificates representing the Acquisition Shares shall bear the following legend:

> NO SALE, OFFER TO SELL, OR TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL BE MADE UNLESS A REGISTRATION STATEMENT UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, IN RESPECT OF SUCH SHARES IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SAID ACT IS THEN IN FACT APPLICABLE TO SAID SHARES.

The Vendor further acknowledges that trades of Acquisition Shares within British Columbia will be subject to restrictions imposed by the Securities Act (British Columbia) and that the Acquisition Shares may not be traded within British Columbia unless the trade is made solely through a registered dealer and a prospectus is filed with the British Columbia Securities Commission in respect of the Acquisition Shares (and a final receipt obtained for such prospectus) or an exemption from the registration and prospectus requirements may be relied upon.

ARTICLE 3
REGISTRATION RIGHTS

3.1As soon as practicable after the Closing the Purchaser shall file a registration statement on Form SB-2 (or similar form) under the Securities Act of 1933 (United States) covering not more than 250,000 of the Acquisition Shares and will use its best efforts to cause such registration statement to be declared effective by the Securities and Exchange Commission at the earliest practicable date, all at the Purchaser's sole cost and expense. Such best efforts shall include responding to all comments received by the staff of the Securities and Exchange Commission and promptly preparing and filing amendments to such registration statement which are responsive to the comments received from the staff of the Securities and Exchange Commission. Such registration statement shall name the Vendor as the selling shareholder and shall provide for the sale by the Vendor of the Acquisition Shares being registered from time to time directly to purchasers or in the over-the-counter market or through or to securities brokers or dealers that may receive compensation in the form of discounts, concessions, or commissions. None of the foregoing shall in any way limit the Vendor's rights to sell any Acquisition Shares held by them in reliance on an exemption from the registration requirements under the Securities Act of 1933 (United States) in connection with a particular transaction.

3.2The Purchaser shall use its best efforts to maintain the currency of the registration statement filed with the Securities and Exchange Commission in respect of the Acquisition Shares being registered for a period of twelve months following the effective date thereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE SIGNIFICANT SHAREHOLDERS

Representations and Warranties

4.1 Each of the Vendor and the Significant Shareholders jointly and severally represent and warrant in all material respects to the Purchaser, with the intent that the Purchaser will rely thereon in entering into this Agreement and in completing the transactions contemplated hereby, that:

The Company - Corporate Status and Capacity

(a) Incorporation. The Company is a corporation duly incorporated and validly subsisting under the laws of the State of Nevada, and is in good standing with the office of the Secretary of State for the State of Nevada;

(b) Carrying on Business. The Company carries on business in the Province of British Columbia and does not carry on any material business activity in any other jurisdiction. The Company has an office in Vancouver, British Columbia and in no other locations. The nature of the Business does not require the Company to register or otherwise be qualified to carry on business in any other jurisdiction;

(c) Corporate Capacity. The Company has the corporate power, capacity and authority to own the Company Assets and to carry on the Business;

The Vendors - Capacity and Tax Matters

(d) Capacity. The Vendor has the full right, power and authority to enter into and complete this Agreement on the terms and conditions contained herein and to transfer and cause the transfer of full legal, registered and beneficial title and ownership of the Company Shares to the Purchaser;

The Company - Capitalization

(e) Authorized Capital. The authorized capital of the Company consists of 50,000,000 shares of Common Stock, par value $0.001 (being the Company Shares) and 5,000,000 shares of Preferred Stock, par value $0.001;

(f) Ownership of Company Shares. The issued and outstanding share capital of the Company will on to Closing consist of 100 shares of Common Stock, par value $0.001 (being the Company Shares), which shares on Closing shall be validly issued and outstanding as fully paid and non-assessable shares. The Vendor will be immediately prior to Closing the registered and beneficial owner of all of the Company Shares. The Vendor owns and will immediately prior to Closing own all of the Company Shares free and clear of any and all liens, charges, pledges, encumbrances, restrictions on transfer and adverse claims whatsoever;

(g) No Option. No person, firm or corporation has any agreement or option or any right capable of becoming an agreement or option for the acquisition of the Company Shares or for the purchase, subscription or issuance of any of the unissued shares in the capital of the Company;

(h) No Restrictions. The transfer of the Company Shares to the Purchaser will not be restricted under the charter documents of the Company or under any agreement, and will be permitted under all applicable laws and regulations;

The Company - Records and Company Financial Statements

(i) Charter Documents. The charter documents of the Company have not been altered since the incorporation of the Company, except as filed in the record book of the Company;

(j) Books and Records. The books and records of the Company fairly and correctly set out and disclose in all material respects the financial position of the Company, and all material financial and other transactions of the Company relating to the Business, including any and all Company Material Contracts and any amendments thereto, have been accurately recorded or filed in such books and records;

(k) Company Financial Statements. The Company Financial Statements are true and correct and present fairly and correctly the assets and liabilities (whether accrued, absolute, contingent or otherwise) of the Company as of the date thereof, and the sales and earnings of the Business during the period covered thereby, in all material respects, and have been prepared in substantial accordance with United States' generally accepted accounting principles consistently applied;

(l) Company Accounts Receivable. All Company Accounts Receivable (if any) are bona fide and are good and collectible without set-off or counterclaim;

(m) Company Accounts Payable and Liabilities. There are no material liabilities, contingent or otherwise, of the Company which are not disclosed in Schedules "E" or "F" hereto or reflected in the Company Financial Statements, other than the Bridge Loan, except those incurred in the ordinary course of business since the date of the said financial statements, and the Company has not guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation. Without limiting the generality of the foregoing, all accounts payable and liabilities of the Company, excluding the Bridge Loan, are described in Schedules "E" or "F" hereto;

(n) No Debt to Related Parties. The Company is not, and on Closing will not be, materially indebted to any of the Significant Shareholders nor to any family member of any of the Significant Shareholders, nor to any affiliate, director, officer or shareholder of the Company or the Vendor except as set forth in Schedule "F" hereto;

(o) No Related Party Debt to the Company. Neither the Vendor nor any of the Significant Shareholders are now indebted to or under any financial obligation to the Company on any account whatsoever, except for advances on account of travel and other expenses not exceeding $5,000 in total;

(p) No Dividends. No dividends or other distributions on any shares in the capital of the Company have been made, declared or authorized since the date of the Company Financial Statements;

(q) No Payments. No payments of any kind have been made or authorized since the date of the Company Financial Statements to or on behalf of the Vendor or the Significant Shareholders or to or on behalf of officers, directors, shareholders or employees of the Company or the Vendor or under any management agreements with the Company, except payments made in the ordinary course of business and at the regular rates of salary or other remuneration payable to them;

(r) No Pension Plans. There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans affecting the Company;

(s) No Adverse Events. Since the date of the Company Financial Statements

(i) there has not been any material adverse change in the financial position or condition of the Company, its liabilities or the Company Assets or any damage, loss or other change in circumstances materially affecting the Company, the Business or the Company Assets or the Company's right to carry on the Business, other than changes in the ordinary course of business,

(ii) there has not been any damage, destruction, loss or other event (whether or not covered by insurance) materially and adversely affecting the Company, the Business or the Company Assets,

(iii) there has not been any material increase in the compensation payable or to become payable by the Company to the Significant Shareholders or to any of the Company's officers, employees or agents or any bonus, payment or arrangement made to or with any of them,

(iv) the Business has been and continues to be carried on in the ordinary course,

(v) the Company has not waived or surrendered any right of material value,

(vi) the Company has not discharged or satisfied or paid any lien or encumbrance or obligation or liability other than current liabilities in the ordinary course of business, and

(vii) no capital expenditures in excess of $10,000 individually or $30,000 in total have been authorized or made;

The Company - Income Tax Matters

(t) Tax Returns. All tax returns and reports of the Company required by law to be filed have been filed and are true, complete and correct, and any taxes payable in accordance with any return filed by the Company or in accordance with any notice of assessment or reassessment issued by any taxing authority have been so paid;

(u) Current Taxes. Adequate provisions have been made for taxes payable for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers, or other arrangements providing for an

extension of time with respect to the filing of any tax return by, or payment of, any tax, governmental charge or deficiency by the Company. The Vendors are not aware of any contingent tax liabilities or any grounds which would prompt a reassessment including aggressive treatment of income and expenses in filing earlier tax returns;

The Company- Applicable Laws and Legal Matters

(v) Licences. The Company holds all licences and permits as may be requisite for carrying on the Business in the manner in which it has heretofore been carried on, which licences and permits have been maintained and continue to be in good standing;

(w) Applicable Laws. The Company has not been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which it is subject or which apply to it the violation of which would have a material adverse effect on the Company, and the Company is not in breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees the contravention of which would result in a material adverse impact on the Business;

(x) Pending or Threatened Litigation. There is no material litigation or administrative or governmental proceeding or enquiry pending or threatened against or relating to the Company, the Business, or any of the Company Assets, nor does the Company have any knowledge of any deliberate act or omission of the Company that would form any material basis for any such action, proceeding or enquiry;

(y) No Bankruptcy. The Company has not made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against the Company and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of the Company;

(z) Labour Matters. The Company is not party to any collective agreement relating to the Business with any labour union or other association of employees and no part of the Business has been certified as a unit appropriate for collective bargaining or, to the knowledge of the Vendor or the Significant Shareholders, has made any attempt in that regard;

(aa) Finder's Fees. The Company is not party to any agreement which provides for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein except as due to Century Capital Management Ltd.;

Execution and Performance of Agreement

(bb) Authorization and Enforceability. The execution and delivery of this Agreement, and the completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of the Vendor and this Agreement constitutes a legal, valid and binding obligation of the Vendor and is enforceable against the Vendor and the Significant Shareholders in accordance with its terms;

(cc) No Violation or Breach. The performance of this Agreement will not

(i) violate the charter documents of the Company or result in any breach of, or default under, any loan agreement, mortgage, deed of trust, or any other agreement to which the Vendor, the Significant Shareholders, the Company, or any of them, is a party,

(ii) give any person any right to terminate or cancel any agreement including, without limitation, the Company Material Contracts, or any right or rights enjoyed by the Company,

(iii) result in any alteration of the Company's obligations under any agreement to which the Company is party including, without limitation, the Company Material Contracts,

(iv) result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the Company Assets,

(v) result in the imposition of any tax liability to the Company relating to the Company Assets or the Company Shares, or

(vi) violate any court order or decree to which the Company and the

Vendors or any of them are subject.

The Company Assets - Ownership and Condition

(dd) Business Assets. The Company Assets comprise all of the property and assets of the Business, and none of the Vendor or the Significant Shareholders nor any other person, firm or corporation owns any assets used by the Company in operating the Business, whether under a lease, rental agreement or other arrangement;

(ee) Title. The Company is the legal and beneficial owner of the Company Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;

(ff) No Option. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of the Company Assets;

(gg) Company Material Contracts. The Company Material Contracts listed in Schedule "B" constitute all of the material contracts of the Company;

(hh) No Default. There has not been any default in any material obligation of either of the Company, the Vendor or any Significant Shareholder or any other party to be performed under any of the Company Material Contracts, each of which is in good standing and in full force and effect and unamended, and the Vendor and the Significant Shareholders are not aware of any default in the obligations of any other party to any of the Company Material Contracts;

(ii) No Compensation on Termination. There are no agreements, commitments or understandings relating to severance pay or separation allowances on termination of employment of any employee of the Company. The Company is not obliged to pay benefits or share profits with any employee after termination of employment except as required by law;

The Company Assets - Company Equipment

(jj) Company Equipment. The Company Equipment has been maintained in a manner consistent with that of a reasonably prudent owner;

The Company Assets - Company Goodwill and Other Assets

(kk) Company Goodwill. The Company carries on the Business only under the names "WOW town,.com Inc." and vancouverwow.com and under no other business or trade names. The Company has the legal right to use its corporate name in the Province of British Columbia and neither the Company, the Vendor nor any of the Significant Shareholders are aware of any names similar to "wowtown" in use in any areas where the Business is conducted or is planned to be conducted. Neither the Vendor nor any Significant Shareholder has any knowledge of any infringement by the Company of any patent, trademark, copyright or trade secret;

The Business

(ll) Maintenance of Business. Since the date of the Company Financial Statements, the Business has been carried on in the ordinary course and the Company has not entered into any material agreement or commitment except in the ordinary course; and

(mm) No Ownership of Company. The Company does not own any subsidiary and does not otherwise own, directly or indirectly, any shares or interest in any other corporation, partnership, joint venture or firm.

Non-Merger and Survival

4.2 The representations and warranties of the Vendor and the Significant Shareholders contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by the Purchaser, the representations and warranties of the Vendor and the Significant Shareholders shall survive the Closing.

Indemnity

4.3 The Vendor and the Significant Shareholders jointly and severally agree to indemnify and save harmless the Purchaser from and against any and all claims, demands, actions, suits, proceedings, assessments, judgments, damages, costs, losses and expenses, including any payment made in good faith in settlement of any claim (subject to the right of the Vendor and the Significant Shareholders to defend any such claim), resulting from the breach by any of them of any representation or warranty of such party under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by the Vendor or the Significant Shareholders to the Purchaser hereunder.

ARTICLE 5
COVENANTS OF THE VENDORS

Covenants

5.1 The Vendor and the Significant Shareholders jointly and severally covenant and agree with the Purchaser that they will:

(a) Conduct of Business. Until the Closing, conduct the Business diligently and in the ordinary course consistent with the manner in which the Business generally has been operated up to the date of execution of this Agreement;

(b) Preservation of Business. Until the Closing, use their best efforts to preserve the Business and the Company Assets and, without limitation, preserve for the Purchaser the Company's relationships with their suppliers, customers and others having business relations with them;

(c) Access. Until the Closing, give the Purchaser and its representatives full access to all of the properties, books, contracts, commitments and records of the Company relating to the Company, the Business and the Company Assets, and furnish to the Purchaser and its representatives all such information as they may reasonably request; and

(d) Procure Consents. Until the Closing, take all reasonable steps required to obtain, prior to Closing, any and all third party consents required to permit the transfer of the Company Shares to the Purchaser and to preserve and maintain the Company Assets, including the Company Material Contracts, notwithstanding the change in control of the Company arising from the purchase of the Company Shares by the Purchaser.

Authorization

5.2 The Vendor and the Significant Shareholders hereby agree to promptly cause the Company, upon the request of the Purchaser, to authorize and direct any and all federal, provincial, municipal, foreign and international governments and regulatory authorities having jurisdiction respecting the Company to release any and all information in their possession respecting the Company to the Purchaser. The Vendor and the Significant Shareholders shall promptly cause the Company to execute and deliver to the Purchaser any and all consents to the release of information and specific authorizations which the Purchaser reasonably requires to gain access to any and all such information.

Survival

5.3 The covenants set forth in this Article shall survive until the Closing for the benefit of the Purchaser.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Representations and Warranties

6.1 The Purchaser represents and warrants in all material respects to the Vendor and the Significant Shareholders, with the intent that the Vendor and the Significant Shareholders will rely thereon in entering into this Agreement and in completing the transactions contemplated hereby, that:

The Purchaser - Corporate Status and Capacity

(a) Incorporation. The Purchaser is a corporation duly incorporated and validly subsisting under the laws of the State of Delaware, and is in good standing with the office of the Secretary of State for the State of Delaware;

(b) Carrying on Business. The Purchaser has not carried on and does not now carry on any material business activity. The Purchaser has an office in Vancouver, British Columbia and in no other locations;

(c) Corporate Capacity. The Purchaser has the corporate power, capacity and authority to enter into and complete this Agreement;

(d) Reporting Status. The Purchaser Common Shares have been registered pursuant to s. 12(g) of the Securities and Exchange Act of 1934 (United States);

The Purchaser - Capitalization

(e) Authorized Capital. The authorized capital of the Purchaser consists of 30,000,000 Purchaser Common Shares, $0.0001 par value and 5,000,000 shares of preferred stock. $0.0001 par value, of which 2,249,000 Purchaser Common Shares and no shares of preferred stock are presently issued and outstanding;

(f) No Option. No person, firm or corporation has any agreement or option or any right capable of becoming an agreement or option for the acquisition of Purchaser Common Shares or for the purchase, subscription or issuance of any of the unissued shares in the capital of the Purchaser save and except as referred to herein;

(g) Capacity. The Purchaser has the full right, power and authority to enter into and complete this Agreement on the terms and conditions contained herein;

(h) No Restrictions. There are no restrictions on the transfer, sale or other disposition of the Acquisition Shares contained in the charter documents of the Purchaser or under any agreement to which the Purchaser is a Party;

The Purchaser - Records and Financial Statements

(i) Charter Documents. The charter documents of the Purchaser have not been altered since the incorporation of the Purchaser, except as filed in the record books of the Purchaser;

(j) Books and Records. The books and records of the Purchaser fairly and correctly set out and disclose in all material respects the financial position of the Purchaser, and all material financial and other transactions of the Purchaser, including any and all contracts and any amendments thereto, have been accurately recorded or filed in such books and records;

(k) Purchaser Financial Statements. The Purchaser Financial Statements are true and correct and present fairly and correctly the assets and liabilities (whether accrued, absolute, contingent or otherwise) of the Purchaser as of the respective dates thereof and have been prepared in substantial accordance with United States' generally accepted accounting principles consistently applied;

(l) Purchaser Accounts Payable and Liabilities. There are no material liabilities, contingent or otherwise, of the Purchaser which are not disclosed in Schedule "G" hereto or reflected in the Purchaser Financial Statements except those incurred in the ordinary course of business since the date of the said financial statements, and the Purchaser has not guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation. Without limiting the generality of the foregoing, all accounts payable and liabilities of the Purchaser are described in Schedule "G" hereto;

(m) No Dividends. No dividends or other distributions on any shares in the capital of the Purchaser have been made, declared or authorized since the date of the Purchaser Financial Statements;

(n) No Payments. No payments of any kind have been made or authorized since the date of the Purchaser Financial Statements to or on behalf of officers, directors, shareholders or employees of the Purchaser or under any management agreements with the Purchaser;

(o) No Pension Plans. There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans affecting the Purchaser;

(p) No Adverse Events. Since the date of the Purchaser Financial Statements there has not been any material adverse change in the financial position or condition of the Purchaser or its liabilities or any damage, loss or other change in circumstances materially affecting the Purchaser;

(q) Applicable Laws. The Purchaser has not been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which it is subject or which apply to it the violation of which would have a material adverse effect on the Purchaser;

(r) Pending or Threatened Litigation. There is no material litigation or administrative or governmental proceeding or enquiry pending or threatened against or relating to the Purchaser nor does the Purchaser have any knowledge of any deliberate act or omission of the Purchaser that would form any material basis for any such action, proceeding or enquiry;

(s) No Bankruptcy. The Purchaser has not made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against the Purchaser and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of the Purchaser;

(t) Finder's Fees. The Purchaser is not party to any agreement which provide for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein except as due to Century Capital Management Ltd.;

Execution and Performance of Agreement

(u) Authorization and Enforceability. The execution and delivery of this Agreement, and the completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of the Purchaser and this Agreement constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against it in accordance with its terms;

(v) No Violation or Breach. The performance of this Agreement will not violate the charter documents of the Purchaser or result in any breach of, or default under, any agreement to which the Purchaser is a party; and

The Purchaser - Acquisition Shares

(w) Acquisition Shares. The Acquisition Shares when delivered to the Vendor shall be validly issued and outstanding as fully paid and non-assessable shares, subject to the provisions of this Agreement, and the Acquisition Shares shall be transferable upon the books of the Purchaser, in all cases subject to the provisions and restrictions of all applicable securities laws.

Non-Merger and Survival

6.2 The representations and warranties of the Purchaser contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by the Vendor or the Significant Shareholders, the representations and warranties of the Purchaser shall survive the Closing.

Indemnity

6.3 The Purchaser agrees to indemnify and save harmless the Vendor and the Significant Shareholders from and against any and all claims, demands, actions, suits, proceedings, assessments, judgments, damages, costs, losses and expenses, including any payment made in good faith in settlement of any claim (subject to the right of the Purchaser to defend any such claim), resulting from the breach by it of any representation or warranty of such party under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by the Purchaser to the Vendor and the Significant Shareholders hereunder.

ARTICLE 7
EMPLOYMENT AGREEMENTS

At the Closing, the Company shall enter into the Employment Agreements with David B. Jackson, Stephen C. Jackson and David Packman pursuant to which each of them will provide services to the Company.

ARTICLE 8
CONDITIONS PRECEDENT

Conditions Precedent in favor of the Purchaser

8.1 The Purchaser's obligations to carry out the transactions contemplated hereby is subject to the fulfillment of each of the following conditions precedent on or before the Closing:

(a) all documents or copies of documents required to be executed and delivered to the Purchaser hereunder will have been so executed and delivered;

(b) pro forma financial statements showing the combined assets, liabilities, stockholders' equity and results of operations of the Purchaser and the Company, prepared in prepared in accordance with United States' generally accepted accounting principles and the requirements of the Securities and Exchange Commission will have been delivered to the Purchaser;

(c) the Purchaser shall have completed its due diligence review of the affairs of the Company, and shall be satisfied with same in all material respects;

(d) the Company shall have agreed to repay the Bridge Loan from the proceeds of the Private Placement;

(e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor at or prior to the Closing will have been complied with or performed;

(f) title to the Company Shares and Company Assets will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;

(g) the Vendor will have transferred the Company Shares to the Purchaser and the Company Shares will be issued to the Purchaser and registered on the books of the Company in the name of the Purchaser at Closing;

(h) subject to Article 9 hereof, there will not have occurred

(i) any material adverse change in the financial position or condition of the Company, its liabilities or the Company Assets or any damage, loss or other change in circumstances materially and adversely affecting the Vendor, the Significant Shareholders, the Business or the Company Assets or the Company's right to carry on the Business, other than changes in the ordinary course of business, none of which has been materially adverse, or

(ii) any damage, destruction, loss or other event, including changes to any laws or statutes applicable to the Company or the Business (whether or not covered by insurance) materially and adversely affecting the Company, the Business or the Company Assets; and

(i) the transactions contemplated hereby shall have been approved by all other regulatory authorities having jurisdiction over the subject matter hereof, if any.

Waiver by the Purchaser

8.2 The conditions precedent set out in the preceding section are inserted for the exclusive benefit of the Purchaser and any such condition may be waived in whole or in part by the Purchaser at or prior to Closing by delivering to the Vendor a written waiver to that effect signed by the Purchaser. In the event that the conditions precedent set out in the preceding section are not satisfied on or before the Closing the Purchaser shall be released from all obligations under this Agreement.

Conditions Precedent in Favour of Vendors

8.3 The obligation of the Vendor to carry out the transactions contemplated hereby is subject to the fulfillment of each of the following conditions precedent on or before the Closing:

(a) all documents or copies of documents required to be executed and delivered to the Vendor hereunder will have been so executed and delivered;

(b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or prior to the Closing will have been complied with or performed;

(c) the Purchaser will have delivered the Acquisition Shares to the Vendor and the Acquisition Shares will be registered on the books of the Purchaser in the name of the Vendor at Closing;

(d) title to the Acquisition Shares will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;

(e) the board of directors of the Purchaser shall have appointed the Significant Shareholders as directors of the Purchaser; and

(f) the Purchaser shall have received duly executed subscriptions for not less that 500 Purchaser Preferred Shares pursuant to the Private Placement and shall have received in full the subscription funds therefore, such funds being held in escrow pending Closing.

Waiver by Vendor

8.4 The conditions precedent set out in the preceding section are inserted for the exclusive benefit of the Vendor and any such condition may be waived in whole or in part by the Vendor at or prior to the Closing by delivering to the Purchaser a written waiver to that effect signed by the Vendor. In the event that the conditions precedent set out in the preceding section are not satisfied on or before the Closing the Vendor shall be released from all obligations under this Agreement.

Nature of Conditions Precedent

8.5 The conditions precedent set forth in this Article are conditions of completion of the transactions contemplated by this Agreement and are not conditions precedent to the existence of a binding agreement. Each party acknowledges receipt of the sum of $1.00 and other good and valuable consideration as separate and distinct consideration for agreeing to the conditions of precedent in favor of the other party or parties set forth in this Article.

Confidentiality

8.6 Notwithstanding any provision herein to the contrary, the parties hereto agree that the existence and terms of this Agreement are confidential and that if this Agreement is terminated the parties agree to return to one another any and all financial, technical and business documents delivered to the other party or parties in connection with the negotiation and execution of this Agreement and shall keep the terms of this Agreement and all information and documents received from the Company and the contents thereof confidential and not utilize nor reveal or release same, provided, however, that the Purchaser will be required to issue one or more news releases and file a Current Report on Form 8-K with the Securities and Exchange Commission respecting the proposed share purchase contemplated hereby.

ARTICLE 9
RISK

If any material loss or damage to the Business occurs prior to Closing and such loss or damage, in the Purchaser's reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, the Purchaser shall, within seven (7) days following any such loss or damage, by notice in writing to the Vendors, at its option, either:

(a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or

(b) elect to complete the purchase of the Company Shares and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to the Purchaser's obligations to carry out the transactions contemplated hereby, be vested in the Company or otherwise adequately secured to the satisfaction of the Purchaser on or before the Closing Date.

ARTICLE 10
CLOSING

Closing

10.1 The purchase and sale of the Company Shares and the other transactions contemplated by this Agreement will be closed at the Place of Closing in accordance with the closing procedure set out in this Article.

Documents to be Delivered by Vendors

10.2 On or before the Closing, the Vendor will deliver or cause to be delivered to the Purchaser:

(a) certified copies of such resolutions of the directors of the Vendor as are required to be passed to authorize the execution, delivery and implementation of this Agreement;

(b) the original or certified copies of the charter documents of the Company and all corporate records documents and instruments of the Company, the corporate seals of the Company and all books and accounts of the Company;

(c) certificates representing the Company Shares, duly endorsed for transfer to the Purchaser, together with a duly executed share certificate respecting the Company Shares issued to the Purchaser and recorded in the share register of the Company;

(d) all reasonable consents or approvals required to be obtained by the Vendor and the Company for the purposes of validly transferring the Company Shares to the Purchaser and preserving and maintaining the interests of the Company under any and all Company Material Contracts and in relation to the Company Assets;

(e) certified copies of such resolutions of the shareholders and directors of the Company as are required to be passed to authorize the execution, delivery and implementation of this Agreement;

(f) an acknowledgement from the Vendor of the satisfaction of the conditions precedent set forth in section 8.3 hereof;

(g) the Employment Agreements, duly executed by the parties thereto; and

(h) such other documents as the Purchaser may reasonably require to give effect to the terms and intention of this Agreement.

Documents to be Delivered by the Purchaser

10.3 On or before the Closing, the Purchaser shall deliver or cause to be delivered to the Vendors:

(a) share certificates representing the Acquisition Shares duly registered in the name of the Vendor;

(b) certified copies of such resolutions of the director of the Purchaser as are required to be passed to authorize the execution, delivery and implementation of this Agreement; and

(c) an acknowledgement from the Purchaser of the satisfaction of the conditions precedent set forth in section 8.1 hereof.

ARTICLE 11
GENERAL PROVISIONS

Arbitration

11.1 The parties hereto shall attempt to resolve any dispute, controversy, difference or claim arising out of or relating to this Agreement by negotiation in good faith. If such good negotiation fails to resolve such dispute, controversy, difference or claim within fifteen (15) days after any party delivers to any other party a notice of its intent to submit such matter to arbitration, then any party to such dispute, controversy, difference or claim may submit such matter to arbitration in the City of Vancouver, British Columbia.

Notice

11.2 Any notice required or permitted to be given by any party will be deemed to be given when in writing and delivered to the address of the intended recipient stated above by personal delivery, prepaid single certified or registered mail, or telecopier. Any notice delivered by mail shall be deemed to have been received on the fourth business day after and excluding the date of mailing, except in the event of a disruption in regular postal service in which event such notice shall be deemed to be delivered on the actual date of receipt. Any notice delivered personally or by telecopier shall be deemed to have been received on the actual date of delivery.

Change of Address

11.3 Any party may, by notice to the other parties change its address for notice to some other address in North America and will so change its address for notice whenever the existing address or notice ceases to be adequate for delivery by hand. A post office box may not be used as an address for service.

Further Assurances

11.4 Each of the parties will execute and deliver such further and other documents and do and perform such further and other acts as any other party may reasonably require to carry out and give effect to the terms and intention of this Agreement.

Time of the Essence

11.5 Time is expressly declared to be the essence of this Agreement.

Entire Agreement

11.6 The provisions contained herein constitute the entire agreement among the Vendor, the Purchaser and the Significant Shareholders respecting the subject matter hereof and supersede all previous communications, representations and agreements, whether verbal or written, among the Vendor, the Purchaser and the Significant Shareholders with respect to the subject matter hereof.

Enurement

11.7 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Assignment

11.8 This Agreement is not assignable without the prior written consent of the parties hereto.

Counterparts

11.9 This Agreement may be executed in counterparts, each of which when executed by any party will be deemed to be an original and all of which counterparts will together constitute one and the same Agreement. Delivery of executed copies of this Agreement by telecopier will constitute proper delivery, provided that originally executed counterparts are delivered to the parties within a reasonable time thereafter.

Applicable Law

11.10 This Agreement is subject to the laws of the Province of British Columbia and the laws of Canada applicable therein and, subject to section 11.1 hereof, the parties hereto to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

Independent Legal Advice

11.11 The parties hereto acknowledge that they have each received independent legal advice with respect to the terms of this Agreement and the transactions contemplated herein or have knowingly and willingly elected not to do so. The parties hereto further acknowledge that this Agreement has been prepared by Century Capital Management Ltd. as a convenience to the parties only, and that Century Capital Management Ltd. has not provided any of the parties hereto with any professional advice with respect to this Agreement.

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

PARAMOUNT SERVICES CORP.

By:

- ----------
Witness

Authorized Signatory

Name

Address

595796 B.C. LTD.

By:

- ----------
Witness

Authorized Signatory

Name

Address

DAVID B. JACKSON

- ------------------------------

Witness

Name

Address

STEPHEN C. JACKSON

- ------------------------------

Witness

Name

Address

DAVID PACKMAN

- ------------------------------

Witness

Name

Address

This is Page 22 to the Share Exchange Agreement dated January 13, 2000 among Paramount Services Corp., 595796 B.C. Ltd., David B. Jackson, Stephen C. Jackson and David Packman.

CONSENT OF ATTORNEYS

Reference is made to the Registration Statement of wowtown.com, Inc. (the "Company"), whereby the Company and certain shareholders propose to sell up to 5,140,747 shares of the Company's common stock. Reference is also made to Exhibit 5 included in the Registration Statement relating to the validity of the securities proposed to be sold.

We hereby consent to the use of our opinion concerning the validity of the securities proposed to be issued and sold.

Very truly yours,

HART & TRINEN
William T. Hart

Denver, Colorado
June 5, 2000

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated May 21, 1999 in the Registration Statement(Form SB-2) and related Prospectus of Wowtown.com, Inc. (formerly Paramount Services corp.) for the registration of up to 5,140,747 shares of its common stock.

Ernst & Young, LLP
Chartered Accountants

Vancouver, Canada
June 7, 2000

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the Prospectus constituting part of the Registration Statement on Form SB-2 of 5,140,747 Common Shares of our report dated November 24, 1999 on our audit of WOWtown.com, Inc. financial statements for the period ended October 31, 1999.

N.I. Cameron Inc. (signed)
Chartered Accountants

Vancouver, B.C.
May 31, 2000

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