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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-QSB/A

(Amendment No. 1)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 **For the quarterly period ended February 28, 2005.**

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 From ________________ to ________________

VIROPRO INC.

(Exact name of registrant as specified in its charter)

Nevada	**333-06718**	**13-3124057**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4480 Cote de Liesse Suite 355 Montreal, Quebec, Canada	H4N 2R1
(Address of principal executive offices)	(Zip Code)

(514) 731-5552
(Registrant's telephone number, including area code)

N/A
(Former name, former address & former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all documents and reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filings for the past 90 days. YES [X] NO [ ]

APPLICABLE ONLY TO CORPORATE ISSUERS:

As of March 28, 2005, the number of the Company's shares of par value $.001 common stock outstanding was 10,229,674.

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VIROPRO, INC.
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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

Viropro, Inc.
Consolidated Balance Sheet (Unaudited)
February 28, 2005

Assets		
Current assets:		
Cash	$	6,774
Prepaid expenses and sale taxes		23,272
Other receivable		83,875
Total current assets		113,921
Property and equipment, net		3,289
	$	117,210
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$	24,311
Total current liabilities		24,311
Stockholders' Equity:		
Common stock, $.001 par value, 20,000,000 shares authorized, 9,379,674 shares issued and outstanding		9,380
Additional paid-in capital		3,595,675
Common stock subscriptions		480,850
Deferred Stock Compensation		(94,800)
Accumulated (deficit)		(3,895,643)
Other Comprehensive Income:		
Foreign currency translation adjustment		(2,563)
Total stockholders' equity		92,899
	$	117,210

See accompanying notes to consolidated financial statements.

Viropro, Inc.
Consolidated Statements of Operations (Unaudited)

	Three Months February 28, 2005	Three Months February 29, 2004
Revenue	$ -	$ -
Cost of revenue	-	-
Gross Profit	-	-
Operating expenses:		
Non cash stock compensation	598,050	-
Selling, general and administrative expenses	157,970	11,497
	756,020	11,497
Net (loss)	(756,020)	(11,497)
Comprehensive income:		
Foreign currency translation adjustment	5,041	-
Comprehensive (loss)	$ (761,061)	$ (11,497)
Weighted average common shares outstanding – basic and diluted	8,734,363	4,116,974
(Loss) per common share – basic and diluted	$ (0.09)	$ (0.00)

See accompanying notes to consolidated financial statements.

Viropro, Inc.
Consolidated Statements of Cash Flows (Unaudited)

	Three Months February 28, 2005	Three Months February 28, 2004
Cash flows from operating activities:		
Net cash (used in) operating activities	$ (225,730)	$ -
Cash flows from investment activities:		
Acquisition of property and equipment	(3,417)	-
Net cash (used in) financing activities	(3,417)	-
Cash flows from financing activities:		
Issuance of and subscriptions for common shares for cash	181,360	-
Net cash provided by financing activities	181,360	-
Net change in cash	(47,787)	-
Cash at beginning of period	54,561	-
Cash at end of period	$ 6,774	$ -

See accompanying notes to consolidated financial statements.

Note 1: Organizations and Basis of Presentation

The accompanying unaudited Consolidated Financial Statements of Viropro, Inc. (the "Company") have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial information and with the instructions to Form 10-QSB and Article 10 of Regulation S-X. The financial statements reflect all adjustments consisting of normal recurring adjustments which, in the opinion of management, are necessary for a fair presentation of the results for the periods shown. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles (GAAP) for complete financial statements.

These Consolidated Financial Statements should be read in conjunction with the audited financial statements and footnotes thereto included in Viropro Inc.'s Form 10-KSB for the year ended November 30, 2004, as filed with the Securities and Exchange Commission.

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2: Income (Loss) per Share

The Company calculates net income (loss) per share as required by Statement of Financial Accounting Standards (SFAS) 128, "Earnings per Share." Basic earnings (loss) per share is calculated by dividing net income (loss) by the weighted average number of common shares outstanding for the period. Diluted earnings (loss) per share is calculated by dividing net income (loss) by the weighted average number of common shares and dilutive common stock equivalents outstanding. During periods in which the Company incurs losses common stock equivalents, if any, are not considered, as their effect would be anti dilutive.

Note 3: Going Concern

The Company's financial statements are presented on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

The Company has experienced significant losses from operations. Since its inception, the Company has reported net losses totaling $3,895,643 including a net loss for the quarter ended February 28, 2005 in the amount of $756,020. In addition, the Company has no revenue generating operations.

The Company's ability to continue as a going concern is contingent upon its ability to secure additional financing, increase ownership equity and attain profitable operations. In addition, the Company's ability to continue as a going concern must be considered in light of the problems, expenses and complications frequently encountered in established markets and the competitive environment in which the Company operates.

The Company is pursuing financing for its operations and seeking additional investments. In addition, the Company is seeking to expand its revenue base by adding new customers and increasing its advertising. Failure to secure such financing or to raise additional equity capital and to expand its revenue base may result in the Company depleting its available funds and not being able pay its obligations. The Company is aggressively pursuing strategic alliances which will bring a cash infusion, restructuring and a forward looking business plan.

The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the possible inability of the Company to continue as a going concern.

Note 4: Other Receivable

During the year ended November 30, 2004, the Company loaned an aggregate of $14,175 to an unrelated entity which balance is outstanding at November 30, 2004. This loan increased during the three months ended February 28, 2005 to an aggregate of $83,875. As of April 1, 2005, it was reduced to $42,813.

Note 5: Stockholders' Equity

During the three months ended February 28, 2005, the Company issued 3,152,000 common shares with a fair market value of $1,053,640 which had been subscribed for services provided through November 30, 2004. The fair value of the shares was charged to operations during the year ended November 30, 2004. In addition, during the three months ended February 28, 2005, the Company issued 685,000 shares of common stock with a fair value of $287,700 for services.

During the three months ended February 28, 2005, the Company issued 682,500 shares of common stock which were subscribed for with cash of $136,500 at November 30, 2004. In addition, during the three months ended February 28, 2005, the Company issued 493,200 shares of common stock for cash of $105,660 and accepted subscriptions for 378,500 shares of common stock for cash of $75,700.

During March 2005 the Company filed a Registration Statement on Form S-8 and issued 850,000 shares of common stock for services provided commencing in December 2004. The fair value of these shares of $405,150 has been recorded as a $310,350 charge to operations during the period and $94,800 as deferred compensation for services to be provided subsequent to February 28, 2005.

Note 6: Commitments

During November 2004, the Company entered into an agreement with the Tokyo-based firm Immuno Japan Inc. for the marketing and production of therapeutic proteins in international markets. According to the agreement, the Company has acquired licenses to patented technologies related to the production of therapeutic proteins for certain countries. As compensation for the rights the Company issued 500,000 shares of common stock in February 2005, the fair value of which has been charged to operations during the year ended November 30, 2004, and is obligated to issue an additional 500,000 shares of common stock upon the initial sale of the licensed products, which has not yet occurred. In addition the Company will pay a royalty of 15% of sales of the licensed products.

In April, Viropro Pharma Inc. announced the creation of a strategic joint-venture with ProteoCell Biotechnologies Inc., a leading bioprocess Montreal-based company specializing in the scale-up of production processes of recombinant proteins. The joint-venture is named Viropro-ProteoCell. Viropro Pharma completed its initial payment of $50,000 (in Canadian Funds) and is obligated for six (6) monthly payments of $50,000, paid semi-monthly.

Item 2. Results of Operations

As previously disclosed in its public filings, Viropro may be currently deemed to be a shell corporation with no revenues and its main business activity has been to search for an operating business. In the fourth quarter of 2004, the Company set up two subsidiaries mandated to identify business opportunities for acquisition and/or business development. Expenses incurred during the first quarter of 2005 relate primarily to this activity.

The following events occurred since our last disclosure (10K-SB), namely:

In March, Viropro Pharma Inc., a subsidiary of Viropro, Inc. announced the addition of a new line of natural consumer products. This line consists primarily of exclusive natural and homeopathic health products with many of the ingredients or formulations sourced in Europe and Brazil. These products complement Viropro Pharma's other biopharmaceutical products and its overall business direction. Revenues are currently expected to commence by Q3, provided no unanticipated delays occur such as production delays, customer delays in providing orders, and sufficient financing in place to cover the initial sales transaction.

In April, Viropro Pharma Inc. announced the creation of a strategic joint-venture with ProteoCell Biotechnologies Inc., a leading bioprocess Montreal-based company specializing in the scale-up of production processes of recombinant proteins. The joint-venture is named Viropro-ProteoCell. This JV combines the powerful strategic forces in the areas of technical and scientific expertise with a revenue-driven business model. Viropro Pharma will recognize revenue through its majority equity interest. Viropro-ProteoCell will deliver turn-key biopharmaceutical projects to second and third world markets that will provide local manufacturing capabilities with recombinant biotherapeutics. Viropro Pharma is partnering with ProteoCell Biotechnologies to implement its pro-active business model based on vertical integration. The Viropro-ProteoCell joint-venture will adopt a step-by-step approach for the technological and scientific transfer and will be involved in each aspect of the project. The business model of the JV collects revenues and royalties at each stage of the process, from the feasibility and profitability study, to final share participation and technical support extending beyond the project's implementation. Viropro Pharma has already identified five large scale projects, one of which should be signed before the end of 2005 in Brazil which would lead to revenue for Viropro around Q4. Viropro Pharma completed its initial payment of $50,000 (in Canadian Funds) and is obligated for six (6) monthly payments of $50,000, paid semi-monthly. A copy of this agreement is attached.

Results of Operations Three Months Ended February 28, 2005 and February 29, 2004.

During the three month period ending February 28, 2005, the Company's net loss was $761,061 compared to a net loss of $11,497 in the same period of the prior year. In the year-ago period the Company was largely an inactive shell with expenses incurred to remain current with its required regulatory filings.

Revenues

During the three month periods ended February 2005 and 2004, the Company's revenues were zero dollars. The Company has no operations which generate revenue at this time. There was no gross profit for either period.

Operating Expenses

During the three month periods ended February 2005 the majority of the expenses of $756,020 incurred were non-cash amounting to $598,050 as Consulting Fees paid as stock compensation. The amount of $157,970 was incurred as cash expenses for selling, general and administrative expenses during the period less a currency adjustment of $5,041. Expenses incurred in the quarter ending February 2004 totaled $11,497 relating to the costs to maintain the Company's good-standing and the required current reporting.

Material Changes In Financial Condition, Longevity And Capital Resources

At February 28, 2005, the Company had $6,774 in cash and cash equivalents as compared to no cash in the year-ago period.

Item 3. Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's Exchange Acts reports is recorded, processed and summarized and is reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure control procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of the date of this report, the Company's management carried out an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Exchange Act Rule 13a-14. Based upon the evaluation, the Company's President (principal executive officer) and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in timely alerting him to material information required to be included in the Company's periodic SEC filings. There have been no significant changes in the Company's internal controls or in other factors, which could significantly affect internal controls subsequent to the date the Company's management carried out its evaluation. As such, no changes were made in controls and procedures.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

None

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Submission of Matters to a Vote of Security-Holders.

None

Item 5. Other Information.

None

Item 6. Exhibits

Exhibits.

Exhibit 10 - Notice of Amendment between Viropro Pharma Inc. and ProteoCell Biotechnologies Inc.
Exhibit 31.1 – Certification required by Rule 13a-14(a) or Rule 15d-14(a),
Exhibit 32.1 – Certification Required by Rule 13a-14(b) or Rule 15d-14(b) and section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350

SIGNATURE

In accordance with the requirements of the Security Exchange Act of 1934, the Registrant has caused this report to be signed on its behalf by the undersigned, duly authorized.

VIROPRO, INC.

/s/ Richard Lee

____

Richard Lee, Sole Director and Officer
(acts as chief executive officer and principal accounting officer)

Date: May 10, 2005.

Exhibit 10

Notice of Amendment (NOA)

This is a **Notice of Amendment** to the **Collaboration Agreement** executed as of February 2, 2005 between:

> **VIROPRO PHARMA INC.,** of the city of Montreal, province of Quebec, a Canadian Corporation incorporated under the Canada Business Corporations Act, having its address at 4480 rue Côte-de-Liesse, Suite 355, Montréal, Quebec, H4N 2R1 and represented herein by its duly authorized officer as he so declares;
>
> (hereinafter **"Viropro"**)
>
> AND:
>
> **PROTEOCELL BIOTECHNOLOGIES INC.** of the city of Laval, province of Quebec, a Canadian Corporation incorporated under the Canada Business Corporations Act, having its address at 500 Cartier Blvd. W., Suite 114, Laval, Quebec, H7V 5B7 and represented herein by its duly authorized officer as he so declares;
>
> (hereinafter **"ProteoCell"**)

The purpose of this Notice of Amendment (NOA) is to set forth the intentions and preliminary understanding with respect to the formation of a Joint Venture between the Viropro and ProteoCell (hereinafter the **"Parties"**) as an extension to their referenced Collaboration Agreement.

It is understood that the parties will proceed to incorporate the terms of this NOA and all other important terms and conditions in the finalization of the agreements pertinent to the creation of said Joint Venture.

The following highlights the background, plan of action and considerations as the parties move towards finalizing the aforementioned acquisition:

1) This NOA will form Annex B of the Collaboration Agreement executed as of February 2, 2005 between the Parties.

2) Through the terms of the referenced Collaboration Agreement, it was intended for the Parties, through appropriate in-country business structures that would be determined and finalized by Viropro, to participate equally in all net revenue arising from sales of locally-produced products in Brazil, Latin America and other countries. As such, the Parties would participate as independent entities in larger to-be-determined business relationships involving government authorities, local industry, financing institutions and other international partners in countries where the products would locally produced. Hence, the Parties would collaborate to the spirit and intent of the MOA until a business structure was established in a given country.

3) The purpose of this Amendment is to set the framework for the Parties to create an exclusive and enhanced business relationship prior to the negotiation and formulation of agreements and business structures with other partners in a given country.

4) The Parties wish to achieve the above through a Joint Venture agreement or company, or other legal instrument (hereinafter the "Joint Venture"), wherein the Parties will share in profits derived from the commercialization of cell lines acquired from Viropro's partner, ImmunoJapan, and through the subsequent production of biogenerics for international customers.

5) The Joint Venture will be formed with the intent of becoming the basis of association for the Parties as they go on to enter into multi-party agreements in Brazil and/or other countries for the local scale-up, production and commercialization of the Immuno Japan Inc. To this end, the Parties agree to endeavor to finalize initial agreements within nine (9) months from the date of signing this NOA. Failure to do so will result in the dissolution of the Joint Venture under terms to be agreed upon in the Joint Venture agreement.

6) Within forty-five (45) days from the execution of this NOA, the Parties will establish a shareholder's agreement, employment agreements, service contracts and other agreements deemed pertinent to the creation of the Joint Venture by the Parties and outside counsel.

7) In keeping with the commitments of the Collaboration Agreement, Viropro will provide initial support to ProteoCell through the provision of an advance of fifty-thousand dollars ($50,000 Cdn). In the Collaboration Agreement, this sum was to be paid in increments of twenty-thousand dollars and thirty-thousand dollars ($20,000 and $30,000 CDN) respectively, of which five-thousand dollars ($5,000 Cdn) has already been paid to ProteoCell. Viropro agrees to provide the remaining sum of forty-five thousand dollars ($45,000 Cdn.) within 14 days of signature of this NOA. Failure to do so will result in dissolution of this NOA.

8) Further to the above, thereafter an advance of fifty-thousand dollars ($50,000 Cdn) per month payable in equal payments of twenty-five thousand dollars ($25,000 Cdn) on the 15th and 30th of each month shall be provided by Viropro to the Joint Venture for a period of up to six (6) months from the date of execution of this NOA. The first payment shall be made April 15, 2005. This period may be extended by Viropro if it deems progress as being sufficient. The advances shall be re-paid to Viropro when the Joint Venture becomes revenue generating.

9) The Joint Venture will issue two classes of common shares: 100 voting non-equity shares will be issued and split evenly wherein Viropro and ProteoCell will receive 50 shares each. Equity non-voting shares will be issued and apportioned 51% to Viropro and 49% to ProteoCell.

10) The Parties will share equally in profits declared by the Joint Venture.

11) The Parties will have equal representation on any corporate Board established for the Joint Venture or resulting business entity. Initially the Board will comprise six (6) members with three (3) nominees from Viropro and three (3) nominees from ProteoCell.

12) The Board will meet quarterly.

13) The Shareholders' agreement will incorporate a first refusal provision for the remaining party in the case of early termination.

14) The Shareholders' agreement will incorporate an instrument for dispute resolution.

15) The Joint Venture will assume all responsibility for the Collaboration Program defined in the Collaboration Agreement as related to technology transfers, program implementations and facility management, including the screening of prospective clients, partners and opportunities.

16) Mr. Imad Nasrallah will be appointed President of the Joint Venture, responsible for its day-to-day management and direction with prime focus on project implementation, including technology transfer and facility management. He and other key staff members will be retained under employment contracts.

17) Mr. Albert Delmar will be appointed Chairman and Chief Financial Officer (CFO).

18) All checks to be issued by the Joint Venture must bear the signatures of both the President and CFO (or their designee as agreed by the two parties).

19) Exclusive contracts will be signed between the Joint Venture and Trivor Investment Management Company for the provision of back-office and investor/public relations services. Through this five (5) year exclusive contract, Trivor will take responsibility for financing arrangements and corporate/financial structuring.

20) An exclusive contract will be signed between the Joint Venture and ProteoCell for the provision of scientific services. Through this five (5) year exclusive contract, ProteoCell will take responsibility for the performance all scientific activities provided through sub-contract by the Joint Venture.

21) Viropro will assume responsibility for the leadership of sales activities of the Joint Venture.

22) Exclusivity between Viropro and ProteoCell for the commercialization of cell lines acquired from Viropro's partner, ImmunoJapan, and the subsequent production of generic (patent expired) recombinant biotherapeutics stemming from these cell lines for international customers, will remain in force for five (5) years from the date of execution of this NOA.

23) By signing this NOA, each party agrees to hold in strict confidence all material non-public information we learn about the other and only share such information with our advisors in order to facilitate the potential transaction described herein.

24) Upon termination of this NOA, neither Party shall have any further obligations hereunder other than those established and agreed in the Collaboration Agreement executed by the Parties on February 2, 2005. This NOA may be amended only by a written agreement signed by both parties. If any of the provisions of this NOA are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, the parties intend that they be severed from the remainder of this NOA, and not cause its invalidity or unenforceability. A party's waiver of any breach of a provision of this

NOA will not constitute a waiver or any other provision, or of any other breach of the same provision.

25) This Agreement is drafted in English at the request of the Parties. *La présente convention est rédigée an anglais à la demande des parties.*

AND THE PARTIES HAVE SIGNED, AGREED AND ACCEPTED:

Signed: March 15, 2005

BY:

/s/____________________

Mr. Imad Nasrallah
President
ProteoCell Biotechnologies Inc.
500 Cartier Blvd. West.,
Suite #114
Laval (Quebec)
H7V 5B7

Signed: March 15, 2005

BY:

/s/_______________________

Mr. Albert Delmar
Chief Operating Officer
Viropro Pharma Inc
4480 rue Côte-de-Liesse,
Suite 355
Montréal, Québec
H4N 2R1

Exhibit 31

Certification

I, Richard Lee, certify that:

(1) I have reviewed this quarterly report on Form 10-QSB/A of Viropro Inc.

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;

(4) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the small business issuer and have:

> (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
>
> (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
>
> (c) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
>
> (d) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

(5) I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

> (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
>
> (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

/s/ Richard Lee

Richard Lee, Sole Director and Officer
(acts as Chief Executive Officer and Principal Accounting Officer)
Date: May 10, 2005.

Exhibit 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Viropro Inc, (the "Company") on Form 10-QSB/A for the period ending February 28, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard Lee, acting as Chief Executive Officer and Principal Accounting Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Richard Lee

Richard Lee, Sole Director and Officer
(acts as Chief Executive Officer and Principal Accounting Officer)
Date: May 10, 2005.