

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MuscleTech Research and Development, Inc.		01/01/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	1599819 Ontario Limited		
Street Address:	7050 Telford Way		
Internal Address:	Suite 100		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L5S 1V7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3031492	MUSCLETECH RESEARCH AND DEVELOPMENT	
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Howard J. Shire, Esq.		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	99999/200540		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 3031492

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	HOWARD J. SHIRE, ESQ.
Signature:	/HOWARD J. SHIRE/
Date:	12/16/2011

Total Attachments: 83

source=Muscletech to 1599819 Ontario Ltd - Assignment#page1.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page2.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page3.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page4.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page5.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page6.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page7.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page8.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page9.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page10.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page11.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page12.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page13.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page14.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page15.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page16.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page17.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page18.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page19.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page20.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page21.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page22.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page23.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page24.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page25.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page26.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page27.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page28.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page29.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page30.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page31.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page32.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page33.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page34.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page35.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page36.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page37.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page38.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page39.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page40.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page41.tif
source=Muscletech to 1599819 Ontario Ltd - Assignment#page42.tif

THIS AGREEMENT OF PURCHASE AND SALE is made as of the 1st day of
January, 2004,

AMONG:

1328075 ONTARIO LIMITED, a corporation incorporated
under the laws of Ontario
("Holdco")

- and -

**MUSCLETECH RESEARCH AND DEVELOPMENT
INC.**, a corporation incorporated under the laws of Ontario
("Muscletech")

- and -

1586276 ONTARIO LIMITED, a corporation incorporated
under the laws of Ontario

("Newco")

- and -

1599819 ONTARIO LIMITED, a corporation incorporated
under the laws of Ontario

("Non-HC Holdings")

- and -

1599908 ONTARIO LIMITED, a corporation incorporated
under the laws of Ontario

("Mass Holdings")

- and -

Paul Gardiner, of the City of Mississauga, in the Province
of Ontario

RECITALS:

- A. Muscletech is the owner of all rights in and to the trademarks set out in Schedule A
hereto (the "Non-HC Marks");

- B. Newco is the owner of all rights in and to the trademark set out in Schedule B hereto (the "Energy-Tech Mark") and Schedule C hereto (the "Mass-Tech Mark") and the formulation set out in Schedule D hereto (the "Mass-Tech Formulation");
- C. Muscletech wishes to sell and Non-HC Holdings wishes to purchase all rights in and to the Non-HC Marks;
- D. Newco wishes to sell and Non-HC Holdings wishes to purchase all rights in and to the Energy-Tech Mark and the Mass-Tech Mark;
- E. Newco wishes to sell and Mass Holdings wishes to purchase all rights in and to the Mass-Tech Formulation; and
- F. Each of the parties hereto wishes to take all actions necessary to effect the purchases and sales described in Recitals C to E above on a tax efficient basis in accordance with the Income Tax Act (Canada).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

Non-HC Marks Transfer

1. Purchase and Sale.

Muscletech hereby sells, transfers and assigns to Non-HC Holdings and Non-HC Holdings hereby purchases all of Muscletech's right, title and interest in and to the Non-HC Marks on the terms and conditions contained herein.

2. Purchase Price

The purchase price of the Non-HC Marks shall be equal to the aggregate fair market value of the Non-HC Marks on January 1, 2004.

3. Satisfaction of Purchase Price

The purchase price of the Non-HC Marks shall be satisfied by the allotment and issuance by Non-HC Holdings to Muscletech of 100 Class D special shares in the capital stock of Non-HC Holdings having the rights, privileges, restrictions and conditions set out in Schedule E hereto.

Energy-Tech Mark Transfer

4. Purchase and Sale

Newco hereby sells, transfers and assigns to Non-HC Holdings and Non-HC Holdings hereby purchases all of Newco's right, title and interest in and to the Energy-Tech Mark on the terms and conditions contained herein.

5. Purchase Price

The purchase price of the Energy-Tech Mark shall be equal to the aggregate fair market value of the Energy-Tech Mark on January 1, 2004.

6. Satisfaction of Purchase Price

The purchase price of the Energy-Tech Mark shall be satisfied by the allotment and issuance by Non-HC Holdings to Newco of 100 Class E special shares in the capital stock of Non-HC Holdings having the rights, privileges, restrictions and conditions set out in Schedule E hereto.

Mass-Tech Mark Transfer

7. Purchase and Sale

Newco hereby sells, transfers and assigns to Non-HC Holdings and Non-HC Holdings hereby purchases all of Newco's right, title and interest in and to the Mass-Tech Mark on the terms and conditions contained herein.

8. Purchase Price

The purchase price of the Mass-Tech Mark shall be equal to the aggregate fair market value of the Mass-Tech Mark on January 1, 2004.

9. Satisfaction of Purchase Price

The purchase price of the Mass-Tech Mark shall be satisfied by the allotment and issuance by Non-HC Holdings to Newco of 100 Class F special shares in the capital stock of Non-HC Holdings having the rights, privileges, restrictions and conditions set out in Schedule E hereto.

Mass-Tech Formulation Transfer

10. Purchase and Sale

Newco hereby sells, transfers and assigns to Mass Holdings and Mass Holdings hereby purchases all of Newco's right, title and interest in and to the Mass-Tech Formulation on the terms and conditions contained herein.

11. Purchase Price

The purchase price of the Mass-Tech Formulation shall be equal to the aggregate fair market value of the Mass-Tech Formulation on January 1, 2004.

12. Satisfaction of Purchase Price

The purchase price of the Mass-Tech Formulation shall be satisfied by the allotment and issuance by Mass Holdings to Newco of 100 Class D special shares in the capital stock of Mass Holdings having the rights, privileges, restrictions and conditions set out in Schedule F hereto and by the assumption by Mass Holdings, on January 1, 2004, of the principal amount of \$4,175,572 of indebtedness owing by Newco to Holdco. Mass Holdings hereby assumes and agrees to perform as of and from January 1, 2004 Newco's obligations and liabilities under Newco's promissory note in favour of Holdco dated October 8, 2003 in the principal amount of \$7,083,580 (the "Newco Note"), to the extent of the principal amount of \$4,175,572 (the "Obligations").

13. Consent and Acknowledgement

Holdco consents to the assignment of the Obligations to Mass Holdings and, in consideration of Mass Holdings' assumption of the Obligations agrees that upon such assignment and assumption Newco shall hereby be released and forever discharged from the Obligations arising after January 1, 2004 and for which Mass Holdings has assumed responsibility. In consideration of Holdco's consent to the assignment and assumption of the Obligations, Mass Holdings agrees to issue a promissory note (the "Mass Holdings Note") in favour of Holdco in the principal amount of \$4,175,572 and having other terms which are substantially similar to the terms of the Newco Note. Newco and Holdco agree that upon issuance of the Mass Holdings Note, the Newco Note shall be cancelled and replaced with a promissory note of Newco in favour of Holdco in the principal amount of \$2,908,008. Paul Gardiner hereby acknowledges the foregoing assignment and assumption of the Obligations.

Effective Date of Transfers

14. Effective Date

This agreement is intended to and shall operate as a transfer and assignment to Non-HC Holdings and Mass Holdings (each referred to herein as a "Purchaser"), as the case may be, of the Non-HC Marks, the Energy-Tech Mark, the Mass-Tech Mark and the Mass-Tech Formulation (each referred to as a "Purchased Asset") as and from the date hereof and each of the Purchasers shall from the date hereof be deemed to be the owner of their respective Purchased Assets, and each of Muscletech and Newco (each referred to herein as a "Vendor") covenants with its respective Purchasers that each of the Vendors shall from time to time and at all times hereafter at the request and at the cost of its respective Purchasers execute and deliver to their respective Purchasers all such documents and will do such other acts and things as may be necessary or desirable to vest the respective Purchased Assets fully in the respective Purchasers.

15. Legal Titles Held in Trust

The Vendors hereby declare that as to any of the Purchased Assets the title to which may not have passed to their respective Purchasers by virtue of this agreement or of any transfer or assignment which may be executed and delivered pursuant to the provisions hereof on the date hereof or from time to time thereafter, the Vendors will hold such Purchased Assets in trust for their respective Purchasers to transfer and assign the same as their respective Purchasers may from time to time direct.

16. Power of Attorney

Each Vendor hereby constitutes and appoints its respective Purchasers, and the respective successors and assigns of such Purchasers, the true and lawful attorneys of the particular Vendor, for and in the name of or otherwise on behalf of the particular Vendor will full power of substitution to do and execute all deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the applicable Purchased Assets to the respective Purchasers, their respective successors and assigns.

Tax Matters

17. Agreement to File Subsection 85(1) Elections

Each Vendor and each Purchaser shall jointly elect in the prescribed form and within the prescribed time under subsection 85(1) of the *Income Tax Act* (Canada) as to the amount which shall be deemed to be the Vendor's proceeds of disposition of the relevant Purchased Assets and the Purchaser's cost thereof. Each of the parties hereto agrees to execute and file all necessary documents and instruments to give effect to the elections referred to in this section. Each Vendor and each Purchaser further agree that the amount that it shall elect shall be such amount as is specified by the relevant Vendor.

18. Tax Efficient Structure

The parties hereto agree to consult with their professional tax and legal advisors and to take all actions necessary to implement the foregoing transactions on a tax effective basis.

Miscellaneous

19. Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this agreement and shall use its best efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this agreement.

20. Time of Essence

Time is of the essence of this agreement.

21. Headings

The inclusion of headings in this agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

22. Invalidity of Provisions

Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which renders any provision of this agreement invalid or unenforceable in any respect. The parties hereto shall engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

23. Counterparts

This agreement may be executed in counterparts all of which shall be deemed to be one and the same agreement.

24. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

1328075 ONTARIO LIMITED

By: 

Name: Paul Gardiner

Title: President

MUSCLETECH RESEARCH AND
DEVELOPMENT INC.

By: 

Name: Terry Begley

Title: Chief Operating Officer

~~1586276 ONTARIO LIMITED~~

By: 

~~Name: Terry Begley~~

Title: Chief Operating Officer

~~1599819 ONTARIO LIMITED~~

By: 

~~Name: Terry Begley~~

Title: Chief Operating Officer

~~1599908 ONTARIO LIMITED~~

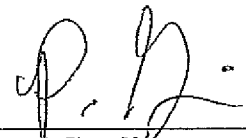
By: 

~~Name: Terry Begley~~

Title: Chief Operating Officer

Witness:

Name:



Paul Gardiner

SCHEDULE A
1599819 ONTARIO LIMITED

TRADEMARKS

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
United States of America	DESIGN (COMPRISING OF A RECTANGULAR, SMOOTHLY BLENDED GRADATION OF +	76/391362 05 Apr 2002		5	PENDING
United States of America	MUSCLETECH	75/245251 21 Feb 1997	2180130 11 Aug 1998	5	REGISTERED
United States of America	MUSCLETECH.COM	78/337/752 08 Dec 2003		42	PENDING
United States of America	MUSCLETECH RESEARCH AND DEVELOPMENT & Design	78/387343 19 Mar 2004		18	PENDING
United States of America	MUSCLETECH RESEARCH AND DEVELOPMENT & Design	78/386740 18 Mar 2004		25	PENDING
United States of America	MUSCLETECH RESEARCH AND DEVELOPMENT (STYLIZED OR WITH DESIGN)	78/274054 14 Jul 2003		5	PENDING
United States of America	CELL-TECH	78/386939 18 Mar 2004		21	PENDING
United States of America	CELL-TECH	78/386781 19 Mar 2004		25	PENDING
United States of America	NITRO-TECH	78/386949 18 Mar 2004		21	PENDING
United States of America	NITRO-TECH	78/386806 18 Mar 2004		25	PENDING
United States of America	NITRO-TECH	75/819829 12 Oct 1999		5	PUBLISHED
United States of America	NITRO-TECH CARB ASSIST & Design	78/358955 28 Jan 2004		5	PENDING
United States of America	NITRO-TECH CARB MANAGE & Design	78/358916 28 Jan 2004		5	PENDING
United States of America	NITRO-TECH CARB RELIEF & Design	78/358923 28 Jan 2004		5	PENDING
United States of America	NITROXEN	76/029374 19 Apr 2000		5	PENDING
United States of America	NITROXEN I	78300375 15 Sep 2003		5	PENDING
United States of America	NITROXEN II	78/357461 26 Jan 2004		5	PENDING
United States of America	NITROXEN III	78/357468 26 Jan 2004		5	PENDING
United States of America	MESOPRO	78/274284 15 Jul 2003		5	PENDING
United States of America	MUSCELTECH RESEARCH AND DEVELOPMENT and Design	78/386835 18 Mar 2004		21	PENDING

Country	Mark	Appin. No. Appin. Date	Reg. No. Reg. Date	Class	Status
United States of America	MESOPRO II	78/300381 15 Sep 2003		5	PENDING
United States of America	MESOPRO I	78/300350 15 Sep 2003	2836696 27 Apr 2004	5	REGISTERED
United States of America	MESO-TECH	75/703375 07 May 1999	2326705 07 Mar 2000	5	REGISTERED
United States of America	ACETA-TECH	78/274299 15 Jul 2003		5	ALLOWED
United States of America	ADVANCED MUSCLEBUILDING CREATINE FORMULA (STYLIZED OR WITH DESIGN)	78/274087 14 Jul 2003		5	PENDING
United States of America	ADVANCED MUSCLEBUILDING PROTEIN FORMULA (STYLIZED OR WITH DESIGN)	78/274090 14 Jul 2003		5	PENDING
United States of America	CHROMATECH	78/218715 25 Feb 2003		5	ALLOWED
United States of America	CRBA-CELL	78/363216 05 Feb 2004		5	PENDING
United States of America	CREA-TECH	78/363185 05 Feb 2004		5	PENDING
United States of America	GAINER-TECH	78/171848 07 Oct 2002		5	ALLOWED
United States of America	GLUTAMINE-TECH	78/172152 07 Oct 2002		5	ALLOWED
United States of America	GLUTA-TECH	78/172109 07 Oct 2002		5	ALLOWED
United States of America	ENDURANCE-TECH	78/171797 07 Oct 2002		5	ALLOWED
United States of America	ENDURO-TECH	78/171817 07 Oct 2002		5	ALLOWED
United States of America	HEALTH SCIENCES INC.	78/368937 17 Feb 2004		5	PENDING
United States of America	HEALTH-TECH	78/319145 28 Sep 2001		5	PUBLISHED
United States of America	HYDRACELL-TECH	78/300435 15 Sep 2003		5	PENDING
United States of America	HYDROXY-TECH	76/408872 16 May 2002		5	ALLOWED
United States of America	INSULOGEN	78/029450 19 Apr 2000		5	PENDING
United States of America	INSULOGEN I	78/274272 15 Jul 2003		5	PENDING
United States of America	INSULOGEN II	78/274277 15 Jul 2003		5	PENDING

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
United States of America	INSULOGEN III	78/274280 15 Jul 2003		5	PENDING
United States of America	INSULOTECH	78/172159 07 Oct 2002		5	ALLOWED
United States of America	JOINT-TECH	78/171690 07 Oct 2002		5	ALLOWED
United States of America	KETO-TECH	78/363148 05 Feb 2004		5	PENDING
United States of America	LEAN-TECH	78/171742 07 Oct 2002		5	ALLOWED
United States of America	LIPOIC-TECH	78/363207 05 Feb 2004		5	PENDING
United States of America	NO-TECH	78/361630 03 Feb 2004		5	PENDING
United States of America	PRO ISOLATE TECH	78/387610 19 Mar 2004		5	PENDING
United States of America	READY-TO-DRINK NUTRITION & Design	78/349418 22 Jan 2004		5	PENDING
United States of America	RECOVERY-TECH	78/171774 07 Oct 2002		5	ALLOWED
United States of America	SLIM-TECH	76/286455 17 Jul 2001		5	ALLOWED
United States of America	STRENGTH-TECH	78/245551 05 May 2003		5	ALLOWED
United States of America	SUPPLEMENTS THAT WORK! & Design	78/387348 19 Mar 2004		18	PENDING
United States of America	SUPPLEMENTS THAT WORK! & Design	78/386927 18 Mar 2004		21	PENDING
United States of America	SUPPLEMENTS THAT WORK! & Design	78/386816 18 Mar 2004		25	PENDING
United States of America	SUPPLEMENTS THAT WORK! (stylized of with design)	78/240493 22 Apr 2003		5	PENDING
United States of America	SYNTHepro	76/029453 19 Apr 2000	2768569 30 Sep 2003	5	REGISTERED
United States of America	SYNTHepro I	78/300363 15 Sep 2003		5	PENDING
United States of America	SYNTHepro II	78/300360 15 Sep 2003		5	PENDING
United States of America	ZINCTECH	75/713847 25 May 1999	2659903 10 Dec 2002	5	REGISTERED
Canada	ACETA-TECH	1185151 17 Jul 2003			PENDING
Canada	ADVANCED MUSCLEBUILDING PROTEIN FORMULA and Design	1210042 17 Mar 2004			PENDING

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Canada	ADVANCED MUSCLEBUILDING CREATINE FORMULA (STYLIZED OR WITH DESIGN)	1210040 17 Mar 2004			PENDING
Canada	CARB ASSIST	1209945 17 Mar 2004			PENDING
Canada	CARB MANAGE	1209944 17 Mar 2004			PENDING
Canada	CARB RELIEF	1209949 17 Mar 2004			PENDING
Canada	CHROMATECH	1169251 26 Feb 2003			PENDING
Canada	CREA-CELL	1209947 17 Mar 2004			PENDING
Canada	CELL-TECH	1123099 23 Nov 2001	TMA571901 06 Dec 2002		PENDING
Canada	ENDURANCE-TECH	1209948			PENDING
Canada	ENDURO-TECH	1209932 17 Mar 2004			PENDING
Canada	GAINER-TECH	1209929 17 Mar 2004			PENDING
Canada	GLUTA-TECH	1209934 17 Mar 2004			PENDING
Canada	GLUTAMINE-TECH	1209933 17 Mar 2004			PENDING
Canada	HEALTH-TECH	1209936 17 Mar 2004			PENDING
Canada	HYDRA CELL-TECH	1210041 17 Mar 2004			PENDING
Canada	HYDROXYTECH	1176756 05 May 2003			PENDING
Canada	INSULO-TECH	1209938 17 Mar 2004			PENDING
Canada	JOINT-TECH	1209939 17 Mar 2004			PENDING
Canada	KETO-TECH	1206046 06 Feb 2004		5	PENDING
Canada	LEAN-TECH	1209941 17 Mar 2004			PENDING
Canada	LIPOIC-TECH	1210163 18 Mar 2004			PENDING
Canada	MESOPRO	1012344 16 Apr 1999	566667 29 Aug 2002		REGISTERED
Canada	MESO-TECH	1012351 16 Apr 1999	566662 29 Aug 2002		REGISTERED
Canada	MUSCLETECH	824391 26 Sep 1996	TMA498201 31 Jul 1998		REGISTERED

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Canada	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	1039757 16 Dec 1999	TMA577989 24 Mar 2003		REGISTERED
Canada	MUSCLETECH.COM				PENDING
Canada	NITRO-TECH	1028959 15 Sep 1999			PENDING
Canada	NITRO-TECH NIGHTTIME	1205082 26 Jan 2004			PENDING
Canada	NITROXEN	1032915 19 Oct 1999	TMA570948 20 Nov 2002		REGISTERED
Canada	NO-TECH	1209943 17 Mar 2004			PENDING
Canada	OSMOTIC ACCELERATION TECHNOLOGY	1012346 16 Apr 1999	566665 29 Aug 2002		REGISTERED
Canada	PRO ISOLATE TECH	1210529 22 Mar 2004			PENDING
Canada	PUMP-TECH	1210518 22 Mar 2004			PENDING
Canada	READY-TO-DRINK-NUTRITION	1201218 09 Jan 2004		5	PENDING
Canada	RECOVERY-TECH	1209950 17 Mar 2004			PENDING
Canada	RIPPED-TECH	1212618 07 Apr 2004			PENDING
Canada	SLIM-TECH	1176758 05 May 2003			PENDING
Canada	STRENGTH-TECH	1209951 17 Mar 2004			PENDING
Canada	SUPPLEMENTS THAT WORK & Design	1185147 17 Jul 2003			PENDING
Canada	SYNTHepro	1033256 21 Oct 1999	552947 24 Oct 2001		REGISTERED
Canada	WHEY-TECH	1199529		5	PENDING
Canada	ZINCTECH	1012347 16 Apr 1999	566684 29 Aug 2002		REGISTERED
Community Trade Mark	ADVANCED MUSCLEBUILDING CREATINE FORMULA and Design	3334398 03 Sep 2003		5	PENDING
Community Trade Mark	ADVANCED MUSCLEBUILDING PROTEIN FORMULA and Design	3334414 03 Sep 2003		5	PENDING
United Arab Emirates	CELL-TECH	42966 17 Jun 2001	35578 17 Jun 2001	5	REGISTERED
Argentina	CELL-TECH	2355768 12 Oct 2001	1906254 06 Aug 2003	5	REGISTERED
Australia	CELL-TECH	878084 05 Jun 2001		5	PENDING

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Barbados	CELL-TECH	81/16267 10 Dec 2001		5	PENDING
Bolivia	CELL-TECH	SM1951 23 Jun 2003		5	PENDING
Brazil	CELL-TECH	823790096 16 Aug 2001		5	PENDING
Chile	CELL-TECH	555765 18 Jan 2002		5	PENDING
China	CELL-TECH	2001160174 30 Aug 2001		5	PENDING
Colombia	CELL-TECH	1046811 12 Jun 2001		5	PENDING
Costa Rica	CELL-TECH	20010004364 08 Jun 2001	142326 31 Oct 2003	5	REGISTERED
Denmark	CELL-TECH	VA200102172 11 Jun 2001		5	PENDING
Ecuador	CELL-TECH	133731 14 May 2003		5	PENDING
Guatemala	CELL-TECH	200107545 15 Oct 2001	120999 14 Nov 2002	5	REGISTERED
Hong Kong	CELL-TECH	200108990 05 Jun 2001	2004B00933 05 Jun 2001	5	REGISTERED
India	CELL-TECH	1014800 06 Jun 2001		5	PENDING
Japan	CELL-TECH	200179279 31 Aug 2001	4573872 31 May 2002	5	REGISTERED
Korea, Republic of	CELL-TECH	200127490 25 Jun 2001	558009 01 Sep 2003	5	REGISTERED
Mexico	CELL-TECH	603500 02 Jun 2003	798659 02 Jun 2003	5	REGISTERED
New Zealand	CELL-TECH	09 May 2003	678152 09 May 2003	5	REGISTERED
Peru	CELL-TECH	176469 20 Mar 2003		5	PENDING
Pakistan	CELL-TECH	171616 07 Jun 2001		5	PENDING
Poland	CELL-TECH	Z236642 07 Jun 2001		5	PENDING
Paraguay	CELL-TECH	200113276 05 Jun 2001	251819 15 Nov 2002	5	REGISTERED
Russian Federation	CELL-TECH	2001727070 06 Sep 2001	250827 06 Sep 2001	5	REGISTERED
Saudi Arabia	CELL-TECH	72067 14 Jul 2001	6604 14 Jul 2001	5	REGISTERED
Singapore	CELL-TECH	T0110044E 09 Jul 2001	T0110044E 09 Jul 2001	5	REGISTERED

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Switzerland	CELL-TECH	515922003 12 May 2003	518677 12 may 2003	5	REGISTERED
Taiwan	CELL-TECH	90028543 11 Jul 2001	90028543 01 Sep 2002	5	REGISTERED
Venezuela	CELL-TECH	62072003 19 May 2003		5	PENDING
South Africa	CELL-TECH	09 May 2003		5	PENDING
Argentina	HYDROXYTECH	2427287 29 Apr 2003		5	PENDING
Australia	HYDROXYTECH	951867 28 Apr 2003	951867 28 Apr 2003	5	REGISTERED
Brazil	HYDROXYTECH	825590310 12 Jun 2003		5	PENDING
Chile	HYDROXYTECH	605708 25 Apr 2003		5	PENDING
China	HYDROXYTECH	3548383 07 May 2003		5	PENDING
Colombia	HYDROXYTECH	3035174 28 Apr 2003		5	PENDING
Costa Rica	HYDROXYTECH		142825 25 Nov 2003	5	REGISTERED
Denmark	HYDROXYTECH	VA200301626 28 Apr 2003	VR200301529 05 May 2003	5	REGISTERED
Guatemala	HYDROXYTECH	200302871 30 Apr 2003		5	PENDING
Hong Kong	HYDROXYTECH	300011023 25 Apr 2003	300011023 25 Apr 2003	5	REGISTERED
Iceland	HYDROXYTECH	11332003 02 May 2003		5	PENDING
India	HYDROXYTECH	1197915 09 May 2003		5	PENDING
Japan	HYDROXYTECH	200367756 08 Aug 2003		29	PENDING
Korea, Republic of	HYDROXYTECH	200318858 25 Apr 2003		5	PENDING
Mexico	HYDROXYTECH	599299 02 May 2003	793597 28 May 2003	5	REGISTERED
New Zealand	HYDROXYTECH	677967 28 Apr 2003	677967 28 Apr 2003	5	REGISTERED
Pakistan	HYDROXYTECH	185067 28 Apr 2003		5	PENDING
Paraguay	HYDROXYTECH		263454 11 Nov 2003	5	REGISTERED
Poland	HYDROXYTECH	Z-264133 28 Apr 2003		5	PENDING

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Russian Federation	HYDROXYTECH	2003708816 28 Apr 2003		5	PENDING
Saudi Arabia	HYDROXYTECH	82954 14 May 2003		5	PENDING
Singapore	HYDROXYTECH	T0306545J 02 May 2003	T0306545J 02 May 2003	5	REGISTERED
South Africa	HYDROXYTECH	25 Apr 2003		5	PENDING
Switzerland	HYDROXYTECH	514582003 02 May 2003	518674 02 May 2003	5	REGISTERED
Taiwan	HYDROXYTECH	92020218 25 Apr 2003	1079637 01 Jan 2004	5	REGISTERED
United Arab Emirates	HYDROXYTECH	53299 20 May 2003	45359 01 Mar 2004	5	REGISTERED
Venezuela	HYDROXYTECH	85762003 01 Jul 2003		5	PENDING
Argentina	INSULOGEN	2417945 17 Mar 2003		5	PENDING
Australia	INSULOGEN	947068 14 Mar 2003	947068 14 Mar 2003	5	REGISTERED
Barbados	INSULOGEN			5	PENDING
Brazil	INSULOGEN	825387108 19 Mar 2003		5	PENDING
Chile	INSULOGEN	601476 19 Mar 2003		5	PENDING
China	INSULOGEN	3491265 18 Mar 2003		5	PENDING
Colombia	INSULOGEN	3023112 19 Mar 2003		5	PENDING
Community Trade Mark	INSULOGEN	3277787 18 Jul 2003		5	PENDING
Costa Rica	INSULOGEN			5	PENDING
Denmark	INSULOGEN	VA200301082 18 Mar 2003	VR200301959 10 Jun 2003	5	REGISTERED
Guatemala	INSULOGEN	200301814 18 Mar 2003		5	PENDING
Hong Kong	INSULOGEN	200303815 14 Mar 2003	200313759 14 Mar 2003	5	REGISTERED
Iceland	INSULOGEN	6402003 14 Mar 2003		5	PENDING
India	INSULOGEN	1183943 19 Mar 2003		5	PENDING
Japan	INSULOGEN	200367751 08 Aug 2003		29	PENDING
Korea, Republic of	INSULOGEN	200311674 14 Mar 2003		5	PENDING

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Mexico	INSULOGEN	592690 17 Mar 2003	787972 24 Apr 2003	5	REGISTERED
New Zealand	INSULOGEN	947068 14 Mar 2003	675495 14 Mar 2003	5	REGISTERED
Pakistan	INSULOGEN	183877 17 Mar 2003		5	PENDING
Paraguay	INSULOGEN		262714 24 Oct 2003	5	REGISTERED
Poland	INSULOGEN	Z26353 17 Mar 2003		5	PENDING
Russian Federation	INSULOGEN	2003705173 17 Mar 2003		5	PENDING
Saudi Arabia	INSULOGEN	82950 14 May 2003		5	PENDING
Singapore	INSULOGEN	T0303526H 18 Mar 2003	T0303526H 18 Mar 2003	5	REGISTERED
South Africa	INSULOGEN	14 Mar 2003		5	PENDING
Switzerland	INSULOGEN	513452003 24 Apr 2003		5	PENDING
Taiwan	INSULOGEN	92012655 14 Mar 2003	1075806 01 Dec 2003	5	REGISTERED
United Arab Emirates	INSULOGEN	52235 23 Mar 2003	45236 29 Feb 2004	5	REGISTERED
Argentina	MESOPRO	2418177 18 Mar 2003		5	PENDING
Australia	MESOPRO	947536 17 Mar 2003	947536 17 Mar 2003	5	REGISTERED
Barbados	MESOPRO			5	PENDING
Brazil	MESOPRO	825387094 19 Mar 2003		5	PENDING
Chile	MESOPRO	601477 19 Mar 2003		5	PENDING
China	MESOPRO	3491262 18 Mar 2003		5	PENDING
Colombia	MESOPRO	3023114 19 Mar 2003		5	PENDING
Community Trade Mark	MESOPRO	003101474 19 Mar 2003		5	PENDING
Costa Rica	MESOPRO			5	PENDING
Denmark	MESOPRO	VA200301089 18 Mar 2003	VR200301178 02 APR 2003	5	REGISTERED
Guatemala	MESOPRO	200301817 18 Mar 2003		5	PENDING

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Hong Kong	MESOPRO	200303873 17 Mar 2003	200403226 17 MAR 2003	5	REGISTERED
India	MESOPRO	1183946 19 Mar 2003		5	PENDING
Japan	MESOPRO	200367754 08 Aug 2003		29	PENDING
Korea, Republic of	MESOPRO	200311963 17 Mar 2003		5	PENDING
Pakistan	MESOPRO	183876 17 Mar 2003		5	PENDING
Paraguay	MESOPRO		262715 24 OCT 2003	5	REGISTERED
Poland	MESOPRO	Z262404 17 Mar 2003		5	PENDING
Russian Federation	MESOPRO	2003705170 17 Mar 2003		5	PENDING
Saudi Arabia	MESOPRO	82948 14 May 2003		5	PENDING
Taiwan	MESOPRO	92013166 18 Mar 2003		5	PENDING
United Arab Emirates	MESOPRO	52236 23 Mar 2003	45235 29 FEB 2004	5	REGISTERED
Argentina	MESO-TECH	2355769 12 Oct 2001		5	PENDING
Australia	MESO-TECH	891777 11 Oct 2001	891777 11 OCT 2001	5	REGISTERED
Barbados	MESO-TECH	8116261 10 Dec 2001	8116261 23 AUG 2002	5	REGISTERED
Brazil	MESO-TECH	823790100 16 Aug 2001		5	PENDING
Chile	MESO-TECH	555766 18 Jan 2002	637395 25 JUL 2002	5	REGISTERED
China	MESO-TECH	2001160152 30 Aug 2001	2013242 28 DEC 2002	5	REGISTERED
Colombia	MESO-TECH	1046810 12 Jun 2001	259789 29 OCT 2002	5	REGISTERED
Community Trade Mark	MESO-TECH	001128107 23 Mar 1999	001128107 05 JUN 2000	5	REGISTERED
Costa Rica	MESO-TECH	20010004363 08 Jun 2001	142330 31 OCT 2003	5	REGISTERED
Denmark	MESO-TECH	VA220102173 11 Jun 2001	VR200103339 09 AUG 2001	5	REGISTERED
Guatemala	MESO-TECH	200108221 14 Nov 2001	122089 06 FEB 2003	5	REGISTERED
Hong Kong	MESO-TECH	200108991 05 Jun 2001	108102002 05 JUN 2001	5	REGISTERED

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
India	MESO-TECH	1014801 06 Jun 2001		5	PENDING
Japan	MESO-TECH	2001179278 31 Aug 2001	4573871 31 MAY 2002	5	REGISTERED
Korea, Republic of	MESO-TECH	200127491 25 Jun 2001	558011 01 SEP 2003	5	REGISTERED
Mexico	MESO-TECH	603499 02 Jun 2003	798658 02 JUN 2003	5	REGISTERED
New Zealand	MESO-TECH		678153 09 MAY 2003	5	REGISTERED
Pakistan	MESO-TECH	171613 07 Jun 2001		5	PENDING
Paraguay	MESO-TECH	200113277 05 Jun 2001	244008 05 FEB 2002	5	REGISTERED
Poland	MESO-TECH	Z236644 07 Jun 2001		5	PENDING
Russian Federation	MESO-TECH	2001727069 06 Sep 2001	240482 06 SEP 2001	5	REGISTERED
Saudi Arabia	MESO-TECH	72068 14 Jul 2001		5	PENDING
Singapore	MESO-TECH	T0110045C 09 Jul 2001	T0110045C 09 JUL 2001	5	REGISTERED
South Africa	MESO-TECH			5	PENDING
		09 May 2003			
Switzerland	MESO-TECH	515932003 12 May 2003	518678 12 MAY 2003	5	REGISTERED
Taiwan	MESO-TECH	90028544 11 Jul 2001	1012584 01 SEP 2002	5	REGISTERED
United Arab Emirates	MESO-TECH	42964 17 Jun 2001	35580 17 JUN 2001	5	REGISTERED
Venezuela	MESO-TECH	62062003 19 May 2003		5	PENDING
Argentina	MUSCLETECH	2261153 16 Apr 1999		5	PENDING
Australia	MUSCLETECH	819508 10 Jan 2000	819508 10 JAN 2000	5	REGISTERED
Barbados	MUSCLETECH	8116270 10 Dec 2001	8116270 23 AUG 2002	5	REGISTERED
Brazil	MUSCLETECH	823790061 16 Aug 2001		5	PENDING
China	MUSCLETECH	2001160172 30 Aug 2001		5	PENDING
Colombia	MUSCLETECH	1046808 12 Jun 2001	251465 12 AUG 2002	5	REGISTERED
Community Trade Mark	MUSCLETECH	001128156 23 Mar 1999	001128156 06 JUN 2000	5	REGISTERED

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Costa Rica	MUSCLETECH	20010004361 08 Jun 2001	142329 31 OCT 2003	5	REGISTERED
Denmark	MUSCLETECH	VA200102170 11 Jun 2001	VR200103337 09 AUG 2001	5	REGISTERED
Ecuador	MUSCLETECH	127222 05 Sep 2002	22494 08 APR 2003	5	REGISTERED
Guatemala	MUSCLETECH	200107543 15 Oct 2001		5	PENDING
Hong Kong	MUSCLETECH	200108987 05 Jun 2001	B32312003 05 JUN 2001	5	REGISTERED
Iceland	MUSCLETECH	1792000 14 Jan 2000	3122000 03 MAR 2000	5	REGISTERED
India	MUSCLETECH	1014798 06 Jun 2001		5	PENDING
Japan	MUSCLETECH	200179282 31 Aug 2001	4573875 31 MAY 2002	5	REGISTERED
Korea, Republic of	MUSCLETECH	200127487 25 Jun 2001		5	PENDING
Mexico	MUSCLETECH	407961 26 Jan 2000	645141 29 JAN 2000	5	REGISTERED
New Zealand	MUSCLETECH	606547 13 Jan 2000	606547 13 JUL 2000	5	REGISTERED
Pakistan	MUSCLETECH	171615 07 Jun 2001		5	PENDING
Paraguay	MUSCLETECH	200113274 05 Jun 2001	244006 05 FEB 2002	5	REGISTERED
Poland	MUSCLETECH	Z236640 07 Jun 2001		5	PENDING
Russian Federation	MUSCLETECH	2001727063 06 Sep 2001	240613 06 SEP 2001	5	REGISTERED
Saudi Arabia	MUSCLETECH	72065 14 Jul 2001	64013 23 AUG 2002	5	REGISTERED
Singapore	MUSCLETECH	T0110041J 09 Jul 2001	T0110041J 09 JUL 2001	5	REGISTERED
South Africa	MUSCLETECH	200000690 18 Jan 2000	200000690 18 JAN 2000	5	REGISTERED
Switzerland	MUSCLETECH	003042000 12 Jan 2000	474138 04 AUG 2000	5	REGISTERED
Taiwan	MUSCLETECH	90028541 11 Jul 2001	1012581 01 SEP 2002	5	REGISTERED
United Arab Emirates	MUSCLETECH	42965 17 Jun 2001	35579 17 JUN 2001	5	REGISTERED
Argentina	MUSCLETECH & Design	2270927 29 Feb 2000		5	PENDING

Country	Mark	Appl. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Australia	MUSCLETECH & Design	823720 15 Feb 2000	823720 28 MAR 2001	5	REGISTERED
Barbados	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	8116258 10 Dec 2001	8116258 23 AUG 2002	5	REGISTERED
Brazil	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	823790070 16 Aug 2001		5	PENDING
China	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	2001160171 30 Aug 2001		5	PENDING
Colombia	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	01050417 26 Jun 2001	254237 30 AUG 2002	5	REGISTERED
Community Trade Mark	MUSCLETECH & Design	001527191 17 Jan 2000	001527191 05 JUL 2001	5	REGISTERED
Costa Rica	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	20010004489 13 Jun 2001	142331 31 OCT 2003	5	REGISTERED
Denmark	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	VA200102458 28 Jun 2001	VR200103342 09 AUG 2001	5	REGISTERED
Greece	MUSCLETECH & Design	141128 05 Aug 1998	141128 18 APR 2000	5	REGISTERED
Guatemala	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	200107550 15 Oct 2001	120955 12 NOV 2002	5	REGISTERED
Hong Kong	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	200111293 16 Jul 2001	2004B00368 16 JUL 2001	5	REGISTERED
Iceland	MUSCLETECH & Design	7152000 25 Feb 2000	4592000 04 MAR 2000	5	REGISTERED
India	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	1020335 26 Jun 2001		5	PENDING
Indonesia	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	D002004002880028 9 07 Jan 2004		5	PENDING
Japan	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	200179281 31 Aug 2001	4573874 31 MAY 2002	5	REGISTERED
Korea, Republic of	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	200127488 25 Jun 2001		5	PENDING
Mexico	MUSCLETECH & Design	414144 06 Mar 2000	656631 30 MAY 2000	5	REGISTERED
New Zealand	MUSCLETECH & Design	6091296 24 Jan 2000		5	PENDING

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Pakistan	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	172016 23 Jun 2001			PENDING
Paraguay	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	200115120 22 Jun 2001	243993 05 FEB 2002	5	REGISTERED
Poland	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	Z237495 28 Jun 2001		5	PENDING
Russian Federation	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	2003710959 03 Jun 2003		5	PENDING
Saudi Arabia	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	72073 14 Jul 2001	64014 23 AUG 2002	5	REGISTERED
Singapore	MUSCLETECH RESEARCH AND DEVELOPMENT and Device	T0110042I 09 Jul 2001	T0110042I 09 JUL 2001	5	REGISTERED
South Africa	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	200002326 15 Feb 2000	200002326 15 FEB 2000	5	REGISTERED
Switzerland	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	19172000 18 Feb 2000	477739 18 FEB 2000	5	REGISTERED
Taiwan	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	90028540 11 Jul 2001	1049943 16 JUL 2003	5	REGISTERED
United Arab Emirates	MUSCLETECH RESEARCH AND DEVELOPMENT and Design	43110 27 Jun 2001	36710 27 JUN 2001	5	REGISTERED
Community Trade Mark	MUSCLETECH.COM	003576031 09 Dec 2003		35	PENDING
Argentina	NITRO-TECH	2263811 21 Jan 2000		5	PENDING
Australia	NITRO-TECH	819507 10 Jan 2000	819507 10 JAN 2000	5	REGISTERED
Barbados	NITRO-TECH	81/16266 10 Dec 2001	8116266 11 OCT 2002	5	REGISTERED
Brazil	NITRO-TECH	823790088 16 Aug 2001		5	PENDING
Chile	NITRO-TECH	555764 18 Jan 2002	637394 25 JUL 2002	5	REGISTERED
China	NITRO-TECH	2001160173 30 Aug 2001	1995288 28 DEC 2002	5	REGISTERED
Colombia	NITRO-TECH	1046812 12 Jun 2001	263568 16 DEC 2002	5	REGISTERED
Community Trade Mark	NITRO-TECH	3160983 09 May 2003		5	PENDING

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Costa Rica	NITRO-TECH	20010004358 08 Jun 2001	142328 31 OCT 2003	5	REGISTERED
Denmark	NITRO-TECH	VA200102171 11 Jun 2001	VR200103341 09 AUG 2001	5	REGISTERED
Guatemala	NITRO-TECH	200107541 15 Oct 2001	117596 21 MAY 2002	5	REGISTERED
Hong Kong	NITRO-TECH	200108989 05 Jun 2001	148442002 05 JUN 2001	5	REGISTERED
Iceland	NITRO-TECH	1782000 17 Jan 2000	3112000 03 MAR 2000	5	REGISTERED
India	NITRO-TECH	1014799 06 Jun 2001		5	PENDING
Japan	NITRO-TECH	200179280 31 Aug 2001	4573873 31 MAY 2000	5	REGISTERED
Korea, Republic of	NITRO-TECH	200127489 25 Jun 2001	558008 01 SEP 2003	5	REGISTERED
Mexico	NITRO-TECH	407962 26 Jan 2000	645142 29 FEB 2000	5	REGISTERED
New Zealand	NITRO-TECH	606548 15 Sep 1999	606548 13 JUL 2000	5	REGISTERED
Pakistan	NITRO-TECH	171614 07 Jun 2001		5	PENDING
Paraguay	NITRO-TECH	200113275 05 Jun 2001	244007 05 FEB 2002	5	REGISTERED
Poland	NITRO-TECH	Z236641 07 Jun 2001		5	PENDING
Russian Federation	NITRO-TECH	2001727064 06 Sep 2001	239217 06 SEP 2001	5	REGISTERED
Saudi Arabia	NITRO-TECH	72070 14 Jul 2001	6606 14 JUL 2001	5	REGISTERED
Singapore	NITRO-TECH	T0110043G 09 Jul 2001	T0110043G 09 JUL 2001	5	REGISTERED
South Africa	NITRO-TECH	200000696 28 Jan 2000		5	REGISTERED
Switzerland	NITRO-TECH	003062000 12 Jan 2000	479195 12 JAN 2000	5	REGISTERED
Taiwan	NITRO-TECH	90028542 11 Jul 2001	1012582 01 SEP 2002	5	REGISTERED
United Arab Emirates	NITRO-TECH	42967 17 Jun 2001	35577 17 JUN 2001	5	REGISTERED
Venezuela	NITRO-TECH	2000001201 20 Jan 2000	P227429 22 NOV 2000	5	REGISTERED
Argentina	NITROXEN	2417946 17 Mar 2003		5	PENDING
Australia	NITROXEN	947070 14 Mar 2003	947070 14 MAR 2003	5	REGISTERED

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
Barbados	NITROXEN			5	PENDING
Brazil	NITROXEN	825387124 19 Mar 2003		5	PENDING
Chile	NITROXEN	601475		5	PENDING
China	NITROXEN	3491264 18 Mar 2003		5	PENDING
Colombia	NITROXEN	3023111 19 Mar 2003		5	PENDING
Community Trade Mark	NITROXEN	3277341 18 Jul 2003		5	PENDING
Costa Rica	NITROXEN			5	PENDING
Denmark	NITROXEN	VA200301088 18 Mar 2003	VR200301179 02 APR 2003	5	REGISTERED
Guatemala	NITROXEN	200301816 18 Mar 2003		5	PENDING
Hong Kong	NITROXEN	200303814 14 Mar 2003	200312294 14 MAR 2003	5	REGISTERED
Iceland	NITROXEN	6422003 14 Mar 2003		5	PENDING
India	NITROXEN	1183945 19 Mar 2003		5	PENDING
Japan	NITROXEN	200367753 08 Aug 2003		29	PENDING
Korea, Republic of	NITROXEN	200311676 14 Mar 2003		5	PENDING
Mexico	NITROXEN	5922692 17 Mar 2003	787974 24 APR 2003	5	REGISTERED
New Zealand	NITROXEN	947070 14 Mar 2003	675497 14 MAR 2003	5	REGISTERED
Pakistan	NITROXEN	183875 17 Mar 2003		5	PENDING
Paraguay	NITROXEN		262713 24 OCT 2003	5	REGISTERED
Poland	NITROXEN	Z262355 17 Mar 2003		5	PENDING
Russian Federation	NITROXEN	2003705171 17 Mar 2003		5	PENDING
Saudi Arabia	NITROXEN	82951 14 May 2003		5	PENDING
Singapore	NITROXEN	T03/03541A 18 Mar 2003	T0303541A 18 MAR 2003	5	REGISTERED
South Africa	NITROXEN	14 Mar 2003		5	PENDING
Switzerland	NITROXEN	513472003 24 Apr 2003		5	PENDING

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Taiwan	NITROXEN	92012657 14 Mar 2003	1075807 01 DEC 2003	5	REGISTERED
United Arab Emirates	NITROXEN	52234 23 Mar 2003	45237 29 FEB 2004	5	REGISTERED
Venezuela	NITROXEN	27212003 17 Mar 2003		5	PENDING
Argentina	SLIM-TECH	2355771 12 Oct 2001		5	PENDING
Australia	SLIM-TECH	891775 11 Oct 2001		5	PENDING
Brazil	SLIM-TECH	825590337 12 Jun 2003		5	PENDING
Chile	SLIM-TECH	555771 18 Jan 2002		5	PENDING
China	SLIM-TECH	3548381 07 May 2003		5	PENDING
Colombia	SLIM-TECH	3035171 28 Apr 2003		5	PENDING
Costa Rica	SLIM-TECH		142824 25 NOV 2003	5	REGISTERED
Denmark	SLIM-TECH	VA200301624 28 Apr 2003	VR200302406 09 JUL 2003	5	REGISTERED
Guatemala	SLIM-TECH	200302873 30 Apr 2003		5	PENDING
Hong Kong	SLIM-TECH	300011069 25 Apr 2003	300011069 25 APR 2003	5	REGISTERED
Iceland	SLIM-TECH	11352003 03 May 2003		5	PENDING
India	SLIM-TECH	1197917 09 May 2003		5	PENDING
Japan	SLIM-TECH	200367758 08 Aug 2003		29	PENDING
Korea, Republic of	SLIM-TECH	200318860 25 Apr 2003		5	PENDING
Mexico	SLIM-TECH	599298 02 May 2003	793596 28 MAY 2003	5	REGISTERED
New Zealand	SLIM-TECH	677969 28 Apr 2003		5	PENDING
Pakistan	SLIM-TECH	185068 28 Apr 2003		5	PENDING
Paraguay	SLIM-TECH		263452 11 NOV 2003	5	REGISTERED
Poland	SLIM-TECH	Z-264136 28 Apr 2003		5	PENDING
Russian Federation	SLIM-TECH	2003708819 28 Apr 2003		5	PENDING

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
Saudi Arabia	SLIM-TECH	82953 14 May 2003		5	PENDING
Singapore	SLIM-TECH	T0306547G 02 May 2003	T0306547G 02 MAY 2003	5	REGISTERED
South Africa	SLIM-TECH	25 Apr 2003		5	PENDING
Switzerland	SLIM-TECH	514602003 02 May 2003	518676 03 MAR 2004	5	REGISTERED
Taiwan	SLIM-TECH	92020220 25 Apr 2003	1079639 01 JAN 2004	5	REGISTERED
Venezuela	SLIM-TECH	85782003 01 Jul 2003		5	PENDING
Argentina	SYNTHEPRO	2417944 17 Mar 2003		5	PENDING
Australia	SYNTHEPRO	947066 14 Mar 2003	947066 14 MAR 2003	5	REGISTERED
Barbados	SYNTHEPRO			5	PENDING
Brazil	SYNTHEPRO	825387116 19 Mar 2003		5	PENDING
Chile	SYNTHEPRO	601478 19 Mar 2003	688846 19 MAR 2004	5	REGISTERED
China	SYNTHEPRO	3491263 18 Mar 2003		5	PENDING
Colombia	SYNTHEPRO	3023113 19 Mar 2003	274272 19 SEP 2003	5	REGISTERED
Community Trade Mark	SYNTHEPRO	3277332 18 Jul 2003		5	PENDING
Costa Rica	SYNTHEPRO			5	PENDING
Denmark	SYNTHEPRO	VA200301081 18 Mar 2003	VR200301177 02 APR 2003	5	REGISTERED
Guatemala	SYNTHEPRO	200301815 18 Mar 2003		5	PENDING
Hong Kong	SYNTHEPRO	200303813 14 Mar 2003	2004B03224 14 MAR 2003	5	REGISTERED
Iceland	SYNTHEPRO	6412003 14 Mar 2003		5	PENDING
India	SYNTHEPRO	1183944 19 Mar 2003		5	PENDING
Japan	SYNTHEPRO	200367752 08 Aug 2003		29	PENDING
Korea, Republic of	SYNTHEPRO	200311675 14 Mar 2003		5	PENDING
Mexico	SYNTHEPRO	592691 17 Mar 2003	787973 24 APR 2003	5	REGISTERED

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
New Zealand	SYNTHEPRO	675496 14 Mar 2003		5	PENDING
Pakistan	SYNTHEPRO	183874 17 Mar 2003		5	PENDING
Paraguay	SYNTHEPRO			5	PENDING
Poland	SYNTHEPRO	Z262354 17 Mar 2003		5	PENDING
Russian Federation	SYNTHEPRO	2003705172 17 Mar 2003		5	PENDING
Saudi Arabia	SYNTHEPRO	82949 14 May 2003		5	PENDING
Singapore	SYNTHEPRO	T0303534I 18 Mar 2003	T0303534I 18 MAR 2003	5	REGISTERED
South Africa	SYNTHEPRO	14 Mar 2003		5	PENDING
Switzerland	SYNTHEPRO	513462003 24 Apr 2003	518970 24 APR 2003	5	REGISTERED
Taiwan	SYNTHEPRO	92012656 14 Mar 2003		5	PENDING
United Arab Emirates	SYNTHEPRO	52233 23 Mar 2003	45238 29 FEB 2004	5	REGISTERED
Venezuela	SYNTHEPRO	27202003 17 Mar 2003		5	PENDING
Australia	WHEY-TECH	994178 18 Mar 2004		5	PENDING
Community Trade Mark	WHEY-TECH	3690732 02 Mar 2004		5	PENDING

DOMAIN NAME

musculotech.com
 musculotech.org
 musculotechinstitute.com
 musculotechresearch.com
 musculetechr-and-d-inc.com
 musculotechdiscount.com
 musculetechrandd.com
 musculetechrd.com
 musculotech.com

mymuscletech.com
muscletechonline.com
muscletechresearchinstitute.com
teammuscletech.com
muscletechdirect.com
muscletechchallenge.com
muscletechtransformation.com
muscletech.info
muscletechsupplements.net
muscletechsupplements.org
muscletech.us
emuscletech.com
muscletech.biz
muscle-tech.biz
muscle-tech.info
muscletechdiscount.com
muscletechoutlet.com
muscletech-discount-supplements.com
muscletechdiscountsupplements.com
eas-celltech-xenadrine-muscletech.com
shopmuscletech.com
1-buy-muscletech.com
order-muscletech-online.com
muscletech_store.com
1-shop-muscletech.com
wearmuscletech.com
teammuscletechwear.com
team-muscletech-wear.com
team-muscletech-gear.com
teammuscletechgear.com
muscletech-gear.com
muscletechgear.com
muscletechapparel.com

muscletech-apparel.com
muscletechclothing.com
muscletech-clothing.com
muscletechs.net
muscletech.net
supplementsthatwork.net
supplementsthatwork.com
supplementsthatwork.org
muscletechdistributor.com
muscletechdistributors.com
musclemeals.com
1-muscletech.com
supplementsthatwork.biz
supplementsthatwork.info
muscletech-challenge.com
muscletech-challenge.net
muscletech-challenge.org
muscletech-challenge.info
cell-tech.info
cell-tech.us
cell-tech.biz
nitro-tech.com
nitro-tech.info
nitrotechrtd.com
nitrotechrtd.net
nitrotechrtd.org
nitrotechrtd.info
nitro-techrtd.com
nitro-techrtd.net
nitro-techrtd.org
nitro-techrtd.info
nitro-tec.us
nitro-tech.org

nitrotech.com
nitro-tech.biz
meso-tech.com
meso-tech.info
meso-tech.net
meso-tech.org
meso-tech.us
meso-tech.biz
protein-depot.com
proteindepot.com
protein-pro.com
protein-house.com
proteinhouse.com
protein-zone.com
protein-store.com
power-supplements.com
supplementspro.com
supplementhouse.com
supplementsstop.com
supplement-shop.com
researchprovensupplements.net
researchprovensupplements.com
researchprovensupplements.org
researchproven.net
researchproven.com
researchproven.org
slim-tech.biz
slim-tech.com
slim-tech.info
slim-tech.net
slim-tech.org
slim-tech.us
themusclezone.com

1-health-tech.com
health-tech.us
health-tech.biz
creatine-6000-es.org
fitcart.com
fitcart.org
fitcart.net
contest2003.com
2003challenge.com
researchproven.biz
researchprovensupplements.biz
researchprovensupplements.info
researchproven.info
loseweightlookgreat.info
pujols-power.com
puols-power.net
albert-pujols.net
whey-tech.com
whey-tech.us
whey-tech.net
whey-tech.org
whey-tech.biz
whey-tech.info
whey-tech.ca
wheytech.com
wheytech.us
wheytech.net
wheytech.org
wheytech.biz
wheytech.info
lean-tech.us
lean-tech.org
lean-tech.biz

lean-tech.info
lean-tech.ca
leantech.us
leantech.org
leantech.biz
leantech.info
isolate-tech.com
proisolate-tech.com
isolate-tech.net
priosolate-tech.net
isolate-tech.org
prisolate-tech.org
thermo-gain.com
thermagain.com
therma-gain.com
thermo-gain.net
thermagain.net
therma-gain.net
thermo-gain.org
thermagain.org
therma-gain.org
muscletech.ca
meso-tech.ca
nitro-tech.ca
supplementsshop.ca
supplement-shop.ca
supplementhouse.ca
muscletech-supplements.ca
supplement-depot.ca
supplementzone.ca
supplementsstop.ca
powersupplements.ca
power-supplements.ca

proteinstore.ca
protein-store.ca
proteinhouse.ca
protein-house.ca
proteinshop.ca
protein-shop.ca
advancedprotein.ca
proteindepot.ca
protein-depot.ca
protein-power.ca
proteinpower.ca
muscletechgear.ca
muscletech-gear.ca
teammuscletechgear.ca
team-muscletech-gear.ca
muscletechclothing.ca
muscletech-clothing.ca
slim-tech.ca
nitro-techrtd.ca
meso-techrtd.ca
nitro-techbar.ca
meso-techbar.ca
meso-techlite.ca
meso-techlitrtd.ca
meso-techlitebar.ca
cell-tech.ca
health-tech.ca
supplementsthatwork.ca
muscletechcanada.com
muscletech-nitro-tech.ca
muscletech-cell-tech.ca
muscletech-acetabolan.ca
muscletech-meso-tech.ca

muscletech-bodybuilding.ca
muscletech-fitness.ca
muscletech-canada.ca
muscletech-creatine.ca
wheytech.ca
leantech.ca
muscletech.md
muscletech.jp
muscletech.ru
muscletech.as
muscletech.co.il
muscletech.fm
muscletech.ac
muscletech.sh
muscletech.com.mx
muscletech.co.za
muscletech.dk
muscletech.ms
muscletech.ph
muscletech.ro
muscletech.tc
muscletech.vg
muscletech.cc
muscletech.to
muscletech.ch
muscletech.nu
muscletech.ws
health-tech.ws
health-tech.tv
health-tech.dk
health-tech.ro
nitro-tech.ch
meso-tech.ch

creatine-6000-es.ch

cell-tech.ch

health-tech.ch

muscletech.tv

muscletech.se

cell-tech.nl

muscle-tech.nl

meso-tech.nl

health-tech.nl

nitro-tech.nl

nitro-tech.co.uk

meso-tech.co.uk

muscletech.co.uk

muscletech.com.au

muscletech.net.au

chromatech.info

muscletech-hydroxycut.ca

All other United States, Canadian and non-United States and non-Canadian (1) trademarks, whether registered or unregistered, and all applications therefor, (2) trade names, (3) trade dress, and (4) domain names, in each case whether used or useful with respect to products or ingredients utilizing either: (A) one of the following names: "MuscleTech", "Cell-Tech", "Nitro-Tech" or "Meso-Tech", (B) a name including the prefix "Cell", "Nitro", or "Meso", or (C) a name including the suffix "Tech". To the extent that any of the above referenced trademark applications have been filed pursuant to 15 U.S.C. Section 1051(b), the business of Assignor, or portion thereof, to which the mark pertains.

COPYRIGHT

All product labeling, whether or not registered as a copyright, used or useful in the United States, in Canada or outside the United States and Canada with respect to products marketed utilizing either: (A) one of the following names: "MuscleTech", "Cell-Tech", "Nitro-Tech" or "Meso-Tech", (B) a name including the prefix "Cell", "Nitro", or "Meso", or (C) a name including the suffix "Tech".

GOODWILL

Any goodwill of Assignor's business which is connected with the use of and symbolized by the foregoing trademarks, trade names, trade dress and domain names.

SCHEDULE B

1599819 ONTARIO LIMITED

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Status
United States of America	ENERGY-TECH	78/242316 25 Apr 2003		5	PENDING
United States of America	EXTREME ENERGY TECH	78/332090 24 Nov 2003		5	PENDING
United States of America	NRG-TECH	78/245002 02 May 2003		5	PENDING

DOMAIN NAMES

energyetech.com

energy-techs.com

nrg-tech.com

enrgtech.com

drinkenergy.com

drinksforenergy.com

energy-drink-leader.com

premier-energy-drink.com

the-energy-drink.com

energy-drink.ca

All other United States, Canadian and non-United States and non-Canadian (1) trademarks, whether registered or unregistered, and all applications therefor, (2) trade names, (3) trade dress, and (4) domain names, in each case whether used or useful with respect to products marketed utilizing the name "Energy Tech" or the prefix "Energy" and no other name or prefix other than "MuscleTech", the "MuscleTech" design gradient trade dress or "Iovate". To the extent that any of the above referenced trademark applications have been filed pursuant to 15 U.S.C. Section 1051(b), the business of Assignor, or portion thereof, to which the mark pertains.

COPYRIGHT

All product labeling, whether or not registered as a copyright, used or useful in the United States, in Canada or outside the United States and Canada with respect to products marketed utilizing the name "Energy Tech" or the prefix "Energy" and no other name or prefix other than "Muscletech", the "Muscletech" design gradient trade dress or "Iovate".

GOODWILL

Any goodwill of Assignor's business which is connected with the use of and symbolized by the foregoing trademarks, trade names, trade dress and domain names.

SCHEDULE C

1599819 ONTARIO LIMITED

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
United States of America	MASS-PRO	78/363129 05 Feb 2004		5	PENDING
United States of America	MASS-TECH	76/297599 09 Aug 2001		5	PENDING
Canada	MASS-PRO	1209940			PENDING

DOMAIN NAMES

mass-tech.org

mass-tech.info

mass-tech.net

mass-tech.us

mass-tech.biz

1-mass-tech.com

1-mass-tech.info

1-mass-tech.biz

1-mass-tech.net

1-mass-tech.org

1-mass-tech.us

masstech.us

masstech.info

1-masstech.com

1-masstech.info

1-masstech.biz

1-masstech.net

1-masstech.org

1-masstech.us

1-masstech.ca

1-mass-tech.ca

masstech.ca

mass-tech.ch

All other United States, Canadian and non-United States and non-Canadian (1) trademarks, whether registered or unregistered, and all applications therefor, (2) trade names, (3) trade dress, and (4) domain names, in each case whether used or useful with respect to products marketed utilizing the name "Mass-Tech" or the prefix "Mass" and no other name or prefix other than "Muscletech", the "Muscletech" design gradient trade dress or "Iovate". To the extent that any of the above referenced trademark applications have been filed pursuant to 15 U.S.C. Section 1051(b), the business of Assignor, or portion thereof, to which the mark pertains.

COPYRIGHT

All product labeling, whether or not registered as a copyright, used or useful in the United States, in Canada or outside the United States and Canada with respect to products marketed utilizing the name "Mass-Tech" or the prefix "Mass" and no other name or prefix other than "Muscletech", the "Muscletech" design gradient trade dress or "Iovate".

GOODWILL

Any goodwill of Assignor's business which is connected with the use of and symbolized by the foregoing trademarks, trade names, trade dress and domain names.

SCHEDULE D

1599908 ONTARIO LIMITED

All formulations, product formulas, processes, know-how, trade secrets and other intellectual property used or useful in the production of products marketed utilizing the name "Mass-Tech" or a name including the prefix "Mass" only, and no other name or prefix other than "Muscletech", the "Muscletech" design gradient trade dress or "Iovate", whether or not patented, whether now existing or hereafter created, discovered or arising, and including without limitation, all Canadian and United States patents and patent applications, and their foreign counterparts, and their respective substitutions, extensions, rescissions, renewals, divisions, continuations, and continuations-in-part.

All data, statistics, results and other information resulting from all clinical trials, market studies, market surveys, market research, products analyses, and product development with respect to, and the combination of ingredients used in, products marketed utilizing the name "Mass-Tech" or a name including the prefix "Mass" only and no other name or prefix other than "Muscletech", the "Muscletech" design gradient trade dress or "Iovate".

SCHEDULE E

**NON-HC HOLDINGS CLASS D SPECIAL,
CLASS E SPECIAL AND
CLASS F SPECIAL SHARE CONDITIONS**

SCHEDULE "A"

1. CLASS A PREFERRED SHARES AND CLASS C COMMON SHARES

The Class A Preferred Shares and the Class C Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1.1 Dividends

- (a) The holders of the Class A Preferred Shares, in priority to the Class C Common Shares and shares of any other class ranking junior to the Class A Preferred Shares, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, non-cumulative cash dividends at the rate of \$0.08 (eight cents) per share, per annum. Cheques of the Corporation payable at par at any branch of the Corporation's bankers in Canada shall be issued in respect of such dividends and payment thereof shall satisfy such dividends. The board of directors shall be entitled from time to time to declare part of the said dividends for such financial year notwithstanding that such dividends for such financial year shall not be declared in full. If within four months after the expiration of any financial year of the Corporation then the board of directors in its discretion shall not have declared the said dividends or any part thereof on the Class A Preferred Shares for such financial year, the rights of the holders of the Class A Preferred Shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished. The holders of the Class A Preferred Shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for;
- (b) Except with the consent in writing of the holders of all the Class A Preferred Shares outstanding, no dividend shall at any time be declared and paid on or declared and set apart for payment on the Class C Common Shares for any financial year unless the non-cumulative cash dividends on the Class A Preferred

Shares then issued and outstanding in respect of such financial year shall have been declared and paid or set apart for payment at the date of such declaration and payment or setting apart of dividends on the Class C Common Shares;

- (c) Subject to the prior rights of the holders of the Class A Preferred Shares as set forth in sub-clause (a) above and the holders of shares of any other class ranking senior to the Class C Common Shares, and not otherwise, the board of directors may declare and cause to be paid dividends to the holders of the Class C Common Shares from any assets at the time properly applicable to the payment of dividends.

1.2 **Liquidation, Dissolution or Winding-Up**

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of property of the Corporation among shareholders for the purpose of winding-up its affairs:

- (a) the holders of the Class A Preferred Shares shall be entitled to receive from the property of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of all the Class A Preferred Shares held by them respectively before any amount shall be paid or any property of the Corporation distributed to the holders of any Class C Common Shares or shares of any other class ranking junior to the Class A Preferred Shares. After payment to the holders of the Class A Preferred Shares of the amount so payable to them as above provided they shall not be entitled to share in any further distribution of the property of the Corporation;
- (b) subject to the rights of holders of shares of any class of shares ranking senior to the Class C Common Shares, the holders of the Class C Common Shares shall be entitled to receive the remaining property of the Corporation.

1.3

Redemption

- (a) The Corporation may, subject to the requirements of the *Business Corporations Act*, upon the giving of such notice, if any, and the following of such procedures as the directors may determine from time to time redeem at any time the whole or from time to time any part of the then outstanding Class A Preferred Shares, either on a pro rata basis or otherwise, on payment of an amount for each share to be redeemed equal to the sum of \$1.00 (one dollar), plus all declared and unpaid non-cumulative cash dividends thereon, the whole constituting and being hereinafter referred to as the "Redemption Amount"; and
- (b) On or after the date specified for redemption the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class A Preferred Shares to be redeemed the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated by the Corporation in the notice of redemption of the certificates representing the Class A Preferred Shares called for redemption. Such Class A Preferred Shares shall thereupon be redeemed. If less than all the Class A Preferred Shares represented by any certificate are redeemed, the holder shall be entitled to receive a new certificate for that number of Class A Preferred Shares represented by the original certificate which are not redeemed. From and after the date specified for redemption, the holders of the Class A Preferred Shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Amount shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.

1.4

Retraction

- (a) Any holder of Class A Preferred Shares shall be entitled to require the Corporation to redeem, subject to the requirements of the *Business Corporations Act*, at any time or times, all or any of the Class A Preferred Shares registered in

the name of such holder on the books of the Corporation by tendering to an officer or director of the Corporation a share certificate or certificates representing the Class A Preferred Shares which the registered holder desires to have the Corporation redeem together with a notice in writing specifying (i) that the registered holder desires to have the Class A Preferred Shares represented by such certificate or certificates redeemed by the Corporation and (ii) the business day ("Retraction Date") on which the holder desires to have the Corporation redeem such Class A Preferred Shares. Upon receipt of a share certificate or certificates representing the Class A Preferred Shares which the registered holder desires to have the Corporation redeem together with such notice, the Corporation shall on the Retraction Date redeem such Class A Preferred Shares by paying to such registered holder the Redemption Amount for each such Class A Preferred Share being redeemed. Such payment shall be made by a cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If less than all of the Class A Preferred Shares represented by any certificate are redeemed, the holder shall be entitled to receive a new certificate for that number of Class A Preferred Shares represented by the original certificate or certificates which are not redeemed. The said Class A Preferred Shares shall be redeemed on the Retraction Date and from and after the Retraction Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Class A Preferred Shares in respect thereof unless payment of the Redemption Amount is not made on the Retraction Date, in which event the rights of the holder of the said Class A Preferred Shares remain unaffected.

1.5

Voting Rights

- (a) the holders of the Class A Preferred Shares shall be entitled to receive notice of and to attend any meetings of the shareholders of the Corporation and shall be entitled to one vote in respect of each Class A Preferred Share held at such meetings except meetings at which the holders of a particular class of shares other than the Class A Preferred Shares are entitled to vote separately as a class;

- (b) the holders of the Class C Common Shares shall be entitled to receive notice of and to attend any meetings of the shareholders of the Corporation and shall be entitled to one vote in respect of each Class C Common Share held at such meetings, except meetings at which the holders of a particular class of shares other than the Class C Common Shares are entitled to vote separately as a class.

2. CLASS D SPECIAL SHARES

The Class D Special Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

2.1 Limitation

The Class D Special Shares shall be limited to those 100 shares to be issued pursuant to the agreement of purchase and sale (the "Purchase Agreement") made as of the 1st day of January, 2004 (the "Determination Date") between the Corporation and 1328075 Ontario Limited, Muscletech Research and Development Inc. ("Muscletech"), 1586276 Ontario Limited, 1599908 Ontario Limited and Paul Gardiner under which the Corporation will issue to Muscletech 100 Class D Special Shares in consideration for the transfer by Muscletech to the Corporation of the Non-HC Marks (as defined in the Purchase Agreement) (the "Class D Property").

2.2 Ranking of Class D Special Shares

The Class D Special Shares shall rank behind the Class A Preferred Shares and shall rank equally with the Class E Special Shares and the Class F Special Shares and shall be entitled to a preference over the Class C Common Shares and over any other shares of the Corporation ranking junior to the Class D Special Shares (the Class C Common Shares and all such other classes of shares being hereinafter collectively referred to as "Junior Shares") with respect to priority in payment of dividends and in the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

2.3 **Dividends**

The holders of the Class D Special Shares shall be entitled to receive, and the Corporation shall pay thereon, in each year, as and when declared by the board of directors of the Corporation, but always after payment to the holders of the Class A Preferred Shares of the amount or amounts to which they may be entitled and in preference and priority to the payment of dividends on the Junior Shares, out of moneys of the Corporation properly applicable to the payment of dividends, non-cumulative preferential cash dividends equal to 4.0% of the Class D Redemption Price (as defined in section 2.6 below). No dividend shall be declared in any financial year on the Class D Special Shares unless an equivalent per share dividend is declared on the Class E Special Shares and the Class F Special Shares without preference or priority of one share over another.

The holders of the Class D Special Shares shall not be entitled to any dividend other than or in excess of the non-cumulative preferential cash dividends hereinbefore provided for.

If in any year the board of directors of the Corporation in its discretion shall not declare the non-cumulative preferential dividends or any part thereof on the Class D Special Shares for such year, then the rights of the holders of the Class D Special Shares to such dividends or to any undeclared part thereof for such year shall be forever extinguished.

2.4 **Retraction Privilege**

Subject to the provisions of section 2.7, a holder of Class D Special Shares shall be entitled to require the Corporation to redeem at any time or times after the date of issue thereof all or any of the Class D Special Shares registered in the name of such holder.

2.5 **Retraction Procedure**

In order to require the Corporation to redeem Class D Special Shares pursuant to the retraction privilege provided for in section 2.4, a holder of Class D Special Shares must tender to the Corporation, at its registered office, the certificate or certificates representing the Class D Special Shares which the holder desires the Corporation to redeem, together with a

written request specifying that the holder desires to have all or a specified number of the shares represented by such certificate or certificates redeemed by the Corporation. After receipt of the certificate or certificates representing the Class D Special Shares which the holder desires the Corporation to redeem together with a request for redemption as specified above, the Corporation shall, subject to section 2.7, on the retraction date (the "Class D Retraction Date") selected by the Corporation (which shall be not later than 30 days following receipt by the Corporation of such written request) redeem Class D Special Shares duly tendered pursuant to the retraction privilege provided for in section 2.4 by paying to such holder for each share to be redeemed an amount equal to the Class D Redemption Price (as defined in section 2.6), together with an amount equal to all dividends declared thereon and unpaid up to the date on which redemption is to be made, such aggregate amount being hereinafter referred to in these provisions as the "Class D Aggregate Redemption Price".

The tender of the certificate or certificates by a holder of Class D Special Shares pursuant to this section 2.5 shall be irrevocable unless payment of the Class D Aggregate Redemption Price shall not be duly made by the Corporation to the holder on or before the Class D Retraction Date. In the event that payment of the Class D Aggregate Redemption Price is not made by the Corporation on or before the Class D Retraction Date, the Corporation shall forthwith thereafter return the holder's deposited share certificate or certificates to the holder. If a holder of Class D Special Shares tenders for redemption pursuant to the above retraction privilege a part only of the Class D Special Shares represented by any certificate or certificates, the Corporation shall issue and deliver to such holder at the expense of the Corporation a new certificate representing the Class D Special Shares which are not being tendered for redemption.

On the Class D Retraction Date the Class D Aggregate Redemption Price shall be paid by cheque payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine. Upon such payment being made, the Class D Special Shares in respect of which such payment is made shall be redeemed. From and after the Class D Retraction Date, the Class D Special Shares so redeemed shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the Class D

Aggregate Redemption Price shall not be made on the retraction date, in which event the rights of such holders shall remain unaffected.

2.6 Redemption Price

For the purposes hereof, the "Class D Redemption Price" of a Class D Special Share is equal to the quotient obtained when the aggregate fair market value of the Class D Property on the Determination Date, being the consideration for which the Class D Special Shares are issued, is divided by 100, being the aggregate number of Class D Special Shares to be issued pursuant to the Purchase Agreement.

2.7 Retraction Subject To Applicable Law

If, as a result of insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Corporation ranking prior to the Class D Special Shares, the Corporation is not permitted to redeem all of the Class D Special Shares duly tendered pursuant to the above retraction privilege, the Corporation shall redeem only the maximum number of Class D Special Shares which the board of directors of the Corporation determines the Corporation is then permitted to redeem. Such redemption shall be made pro rata, disregarding fractions of shares, from each holder of tendered Class D Special Shares according to the number of Class D Special Shares tendered for redemption by each such holder and the Corporation shall issue and deliver to each such holder at the expense of the Corporation a new certificate representing the Class D Special Shares not redeemed by the Corporation.

So long as the board of directors of the Corporation has acted in good faith in making any of the determinations referred to above as to the number of Class D Special Shares which the Corporation is permitted at any one time to redeem, neither the Corporation nor the board of directors shall have any liability in the event that any such determination proves to be inaccurate.

2.8 **Redemption At Option Of Corporation**

The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the outstanding Class D Special Shares on payment for each share to be redeemed of an amount equal to the Class D Aggregate Redemption Price.

2.9 **Partial Redemption**

In case a part only of the Class D Special Shares is to be redeemed at any time, the shares so to be redeemed shall be selected by lot or some other random selection method in such manner as the board of directors of the Corporation in its sole discretion determines or selected in such other manner as the board of directors of the Corporation in its sole discretion determines to be equitable. If a part only of the Class D Special Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

2.10 **Method Of Redemption**

In any case of redemption of Class D Special Shares, the Corporation shall, at least 30 days before the date specified for redemption, give to each person who at the date of the notice hereinafter referred to is a registered holder of Class D Special Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class D Special Shares, such notice to be given as provided in section 2.17 hereof. Such notice shall set out the number of Class D Special Shares held by the person to whom it is addressed which are to be redeemed, the Class D Aggregate Redemption Price, the date specified for redemption and the place or places in Canada at which holders of Class D Special Shares may present and surrender such shares for redemption.

On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class D Special Shares to be redeemed the Class D Aggregate Redemption Price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places in Canada specified in

the notice of redemption, of the certificate or certificates representing the Class D Special Shares called for redemption. Payment in respect of Class D Special Shares being redeemed shall be made by cheque payable to the respective holders thereof in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine.

From and after the date specified for redemption in any notice of redemption, the Class D Special Shares called for redemption shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights as shareholders in respect thereof unless payment of the Class D Aggregate Redemption Price shall not be made upon presentation and surrender of the share certificates in accordance with the foregoing provisions, in which case the rights of such holders shall remain unaffected.

2.11 Purchase For Cancellation

The Corporation may at any time or from time to time purchase for cancellation all or any part of the outstanding Class D Special Shares at the lowest price or prices at which, in the opinion of the board of directors of the Corporation, such shares are then obtainable but not exceeding an amount per share equal to the Class D Redemption Price plus an amount equal to all dividends declared thereon and unpaid to the purchase date.

2.12 Restricted Share Payments

Notwithstanding clause 2.2 above, the Corporation may make, at any time or from time to time, a Restricted Share Payment in any financial year, regardless of whether or not the Corporation has paid or transferred in that financial year any money or other property in respect of any dividend on, reduction of the stated capital of, redemption, purchase or other acquisition of, or other distribution on, the Class D Special Shares, if, but only if, at the time the Corporation becomes obligated to make the Restricted Share Payment the directors determine that, immediately after giving effect thereto, the Corporation could redeem, in compliance with all relevant provisions in respect thereof contained in the *Business Corporations Act*, all, but not less

than all, of the issued and outstanding Class D Special Shares of the Corporation by the payment in full of the Redemption Price for such shares.

For purposes of this clause 2.12, "Restricted Share Payment" means a payment or transfer by the Corporation of any money or other property in respect of any dividend on, reduction of stated capital of, redemption of, purchase or other acquisition of, or other distribution on, Junior Shares, or warrants, rights or options to purchase Junior Shares.

2.13 **Liquidation, Dissolution Or Winding-Up**

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, after payment to the holders of Class A Preferred Shares of the amount or amounts to which they may be entitled, the holders of the Class D Special Shares shall be entitled to receive from the assets of the Corporation an amount equal to the Class D Redemption Price of the Class D Special Shares held by them respectively, together with an amount equal to all dividends declared thereon and unpaid to the date of the liquidation, dissolution, winding-up or other distribution, the whole before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to holders of the Junior Shares. No distribution shall be made to the holders of the Class D Special Shares unless an equal distribution on a per share basis is made to the holders of the Class E Special Shares and the Class F Special Shares. After payment to the holders of the Class D Special Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the assets of the Corporation.

2.14 **Voting Rights**

Except as hereinafter referred to or as required by law, the holders of the Class D Special Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

2.15 Amendment With Approval of Holders of Class D Special Shares

The rights, privileges, restrictions and conditions attached to the Class D Special Shares may be added to, changed or removed but only with the approval of holders of Class D Special Shares given as hereinafter specified.

2.16 Approval of Holders of Class D Special Shares

The approval of the holders of Class D Special Shares to add to, change or remove any right, privilege, restriction or condition attached to the Class D Special Shares or in respect of any other matter requiring the consent of the holders of the Class D Special Shares may be given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the Class D Special Shares or passed by the affirmative vote of at least 2/3 of the votes cast at a meeting of the holders of Class D Special Shares duly called for that purpose.

The formalities to be observed with respect to the giving of notice of any such meeting or any adjourned meeting, the quorum required therefor and the conduct thereof shall be those from time to time prescribed by the by-laws of the Corporation with respect to meetings of shareholders or, if not prescribed, as required by the *Business Corporations Act* as in force at the time of the meeting.

2.17 Notices

Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the Class D Special Shares by first class mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address of such holder known to the Corporation. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Class D Special Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, request, certificate or other

communication from a holder of Class D Special Shares herein provided for shall be either sent to the Corporation by first class mail, postage prepaid, or delivered by hand to the Corporation at its registered office.

3. CLASS E SPECIAL SHARES

The Class E Special Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

3.1 Limitation

The Class E Special Shares shall be limited to those 100 shares to be issued pursuant to the agreement of purchase and sale (the "Purchase Agreement") made as of the 1st day of January, 2004 (the "Determination Date") between the Corporation and 1328075 Ontario Limited, Muscletech Research and Development Inc., 1586276 Ontario Limited, 1599908 Ontario Limited and Paul Gardiner under which the Corporation will issue to 1586276 Ontario Limited 100 Class E Special Shares in consideration for the transfer by 1586276 Ontario Limited to the Corporation of the Energy-Tech Mark (as defined in the Purchase Agreement) (the "Class E Property").

3.2 Ranking of Class E Special Shares

The Class E Special Shares shall rank behind the Class A Preferred Shares and shall rank equally with the Class D Special Shares and the Class F Special Shares and shall be entitled to a preference over the Class C Common Shares and over any other shares of the Corporation ranking junior to the Class E Special Shares (the Class C Common Shares and all such other classes of shares being hereinafter collectively referred to as "Junior Shares") with respect to priority in payment of dividends and in the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

3.3 **Dividends**

The holders of the Class E Special Shares shall be entitled to receive, and the Corporation shall pay thereon, in each year, as and when declared by the board of directors of the Corporation, but always after payment to the holders of the Class A Preferred Shares of the amount or amounts to which they may be entitled and in preference and priority to the payment of dividends on the Class C Common Shares and the Junior Shares, out of moneys of the Corporation properly applicable to the payment of dividends, non-cumulative preferential cash dividends equal to 4.0% of the Class E Redemption Price (as defined in section 3.6 below). No dividend shall be declared in any financial year on the Class E Special Shares unless an equivalent per share dividend is declared on the Class D Special Shares and the Class F Special Shares without preference or priority of one share over another.

The holders of the Class E Special Shares shall not be entitled to any dividend other than or in excess of the non-cumulative preferential cash dividends hereinbefore provided for.

If in any year the board of directors of the Corporation in its discretion shall not declare the non-cumulative preferential dividends or any part thereof on the Class E Special Shares for such year, then the rights of the holders of the Class E Special Shares to such dividends or to any undeclared part thereof for such year shall be forever extinguished.

3.4 **Retraction Privilege**

Subject to the provisions of section 3.7, a holder of Class E Special Shares shall be entitled to require the Corporation to redeem at any time or times after the date of issue thereof all or any of the Class E Special Shares registered in the name of such holder.

3.5 **Retraction Procedure**

In order to require the Corporation to redeem Class E Special Shares pursuant to the retraction privilege provided for in section 3.4, a holder of Class E Special Shares must tender to the Corporation, at its registered office, the certificate or certificates representing the Class E Special Shares which the holder desires the Corporation to redeem, together with a

written request specifying that the holder desires to have all or a specified number of the shares represented by such certificate or certificates redeemed by the Corporation. After receipt of the certificate or certificates representing the Class E Special Shares which the holder desires the Corporation to redeem together with a request for redemption as specified above, the Corporation shall, subject to section 3.7, on the retraction date (the "Class E Retraction Date") selected by the Corporation (which shall be not later than 30 days following receipt by the Corporation of such written request) redeem Class E Special Shares duly tendered pursuant to the retraction privilege provided for in section 3.4 by paying to such holder for each share to be redeemed an amount equal to the Class E Redemption Price (as defined in section 3.6), together with an amount equal to all dividends declared thereon and unpaid up to the date on which redemption is to be made, such aggregate amount being hereinafter referred to in these provisions as the "Class E Aggregate Redemption Price".

The tender of the certificate or certificates by a holder of Class E Special Shares pursuant to this section 3.5 shall be irrevocable unless payment of the Class E Aggregate Redemption Price shall not be duly made by the Corporation to the holder on or before the Class E Retraction Date. In the event that payment of the Class E Aggregate Redemption Price is not made by the Corporation on or before the Class E Retraction Date, the Corporation shall forthwith thereafter return the holder's deposited share certificate or certificates to the holder. If a holder of Class E Special Shares tenders for redemption pursuant to the above retraction privilege a part only of the Class E Special Shares represented by any certificate or certificates, the Corporation shall issue and deliver to such holder at the expense of the Corporation a new certificate representing the Class E Special Shares which are not being tendered for redemption.

On the Class E Retraction Date the Class E Aggregate Redemption Price shall be paid by cheque payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine. Upon such payment being made, the Class E Special Shares in respect of which such payment is made shall be redeemed. From and after the Class E Retraction Date, the Class E Special Shares so redeemed shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the Class E

Aggregate Redemption Price shall not be made on the retraction date, in which event the rights of such holders shall remain unaffected.

3.6 Redemption Price

For the purposes hereof, the "Class E Redemption Price" of a Class E Special Share is equal to the quotient obtained when the aggregate fair market value of the Class E Property on the Determination Date, being the consideration for which the Class E Special Shares are issued, is divided by 100, being the aggregate number of Class E Special Shares to be issued pursuant to the Purchase Agreement.

3.7 Retraction Subject To Applicable Law

If, as a result of insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Corporation ranking prior to the Class E Special Shares, the Corporation is not permitted to redeem all of the Class E Special Shares duly tendered pursuant to the above retraction privilege, the Corporation shall redeem only the maximum number of Class E Special Shares which the board of directors of the Corporation determines the Corporation is then permitted to redeem. Such redemption shall be made pro rata, disregarding fractions of shares, from each holder of tendered Class E Special Shares according to the number of Class E Special Shares tendered for redemption by each such holder and the Corporation shall issue and deliver to each such holder at the expense of the Corporation a new certificate representing the Class E Special Shares not redeemed by the Corporation.

So long as the board of directors of the Corporation has acted in good faith in making any of the determinations referred to above as to the number of Class E Special Shares which the Corporation is permitted at any one time to redeem, neither the Corporation nor the board of directors shall have any liability in the event that any such determination proves to be inaccurate.

3.8 **Redemption At Option Of Corporation**

The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the outstanding Class E Special Shares on payment for each share to be redeemed of an amount equal to the Class E Aggregate Redemption Price.

3.9 **Partial Redemption**

In case a part only of the Class E Special Shares is to be redeemed at any time, the shares so to be redeemed shall be selected by lot or some other random selection method in such manner as the board of directors of the Corporation in its sole discretion determines or selected in such other manner as the board of directors of the Corporation in its sole discretion determines to be equitable. If a part only of the Class E Special Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

3.10 **Method Of Redemption**

In any case of redemption of Class E Special Shares, the Corporation shall, at least 30 days before the date specified for redemption, give to each person who at the date of the notice hereinafter referred to is a registered holder of Class E Special Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class E Special Shares, such notice to be given as provided in section 3.17 hereof. Such notice shall set out the number of Class E Special Shares held by the person to whom it is addressed which are to be redeemed, the Class E Aggregate Redemption Price, the date specified for redemption and the place or places in Canada at which holders of Class E Special Shares may present and surrender such shares for redemption.

On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class E Special Shares to be redeemed the Class E Aggregate Redemption Price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places in Canada specified in

the notice of redemption, of the certificate or certificates representing the Class E Special Shares called for redemption. Payment in respect of Class E Special Shares being redeemed shall be made by cheque payable to the respective holders thereof in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine.

From and after the date specified for redemption in any notice of redemption, the Class E Special Shares called for redemption shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights as shareholders in respect thereof unless payment of the Class E Aggregate Redemption Price shall not be made upon presentation and surrender of the share certificates in accordance with the foregoing provisions, in which case the rights of such holders shall remain unaffected.

3.11 **Purchase For Cancellation**

The Corporation may at any time or from time to time purchase for cancellation all or any part of the outstanding Class E Special Shares at the lowest price or prices at which, in the opinion of the board of directors of the Corporation, such shares are then obtainable but not exceeding an amount per share equal to the Class E Redemption Price plus an amount equal to all dividends declared thereon and unpaid to the purchase date.

3.12 **Restricted Share Payments**

Notwithstanding clause 3.2 above, the Corporation may make, at any time or from time to time, a Restricted Share Payment in any financial year, regardless of whether or not the Corporation has paid or transferred in that financial year any money or other property in respect of any dividend on, reduction of the stated capital of, redemption, purchase or other acquisition of, or other distribution on, the Class E Special Shares, if, but only if, at the time the Corporation becomes obligated to make the Restricted Share Payment the directors determine that, immediately after giving effect thereto, the Corporation could redeem, in compliance with all relevant provisions in respect thereof contained in the *Business Corporations Act*, all, but not less

than all, of the issued and outstanding Class E Special Shares of the Corporation by the payment in full of the Redemption Price for such shares.

For purposes of this clause 3.12, "Restricted Share Payment" means a payment or transfer by the Corporation of any money or other property in respect of any dividend on, reduction of stated capital of, redemption of, purchase or other acquisition of, or other distribution on, Junior Shares, or warrants, rights or options to purchase Junior Shares.

3.13 **Liquidation, Dissolution Or Winding-Up**

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, after payment to the holders of Class A Preferred Shares of the amount or amounts to which they may be entitled, the holders of the Class E Special Shares shall be entitled to receive from the assets of the Corporation an amount equal to the Class E Redemption Price of the Class E Special Shares held by them respectively, together with an amount equal to all dividends declared thereon and unpaid to the date of the liquidation, dissolution, winding-up or other distribution, the whole before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to holders of the Junior Shares. No distribution shall be made to the holders of the Class E Special Shares unless an equal distribution on a per share basis is made to the holders of the Class D Special Shares and the Class F Special Shares. After payment to the holders of the Class E Special Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the assets of the Corporation.

3.14 **Voting Rights**

Except as hereinafter referred to or as required by law, the holders of the Class E Special Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

3.15 Amendment With Approval of Holders of Class E Special Shares

The rights, privileges, restrictions and conditions attached to the Class E Special Shares may be added to, changed or removed but only with the approval of holders of Class E Special Shares given as hereinafter specified.

3.16 Approval of Holders of Class E Special Shares

The approval of the holders of Class E Special Shares to add to, change or remove any right, privilege, restriction or condition attached to the Class E Special Shares or in respect of any other matter requiring the consent of the holders of the Class E Special Shares may be given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the Class E Special Shares or passed by the affirmative vote of at least 2/3 of the votes cast at a meeting of the holders of Class E Special Shares duly called for that purpose.

The formalities to be observed with respect to the giving of notice of any such meeting or any meeting, the quorum required therefor and the conduct thereof shall be those from time to time prescribed by the by-laws of the Corporation with respect to meetings of shareholders or, if not prescribed, as required by the *Business Corporations Act* as in force at the time of the meeting.

3.17 Notices

Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the Class E Special Shares by first class mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address of such holder known to the Corporation. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Class E Special Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, request, certificate or other

communication from a holder of Class E Special Shares herein provided for shall be either sent to the Corporation by first class mail, postage prepaid, or delivered by hand to the Corporation at its registered office.

4. CLASS F SPECIAL SHARES

The Class F Special Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

4.1 Limitation

The Class F Special Shares shall be limited to those 100 shares to be issued pursuant to the agreement of purchase and sale (the "Purchase Agreement") made as of the 1st day of January, 2004 (the "Determination Date") between the Corporation and 1328075 Ontario Limited, Muscletech Research and Development Inc., 1586276 Ontario Limited, 1599908 Ontario Limited and Paul Gardiner under which the Corporation will issue to 1586276 Ontario Limited 100 Class F Special Shares in consideration for the transfer by 1586276 Ontario Limited to the Corporation of the Mass-Tech Mark (as defined in the Purchase Agreement) (the "Class F Property").

4.2 Ranking of Class F Special Shares

The Class F Special Shares shall rank behind the Class A Preferred Shares and shall rank equally with the Class D Special Shares and the Class E Special Shares and shall be entitled to a preference over the Class C Common Shares and over any other shares of the Corporation ranking junior to the Class F Special Shares (the Class C Common Shares and all such other classes of shares being hereinafter collectively referred to as "Junior Shares") with respect to priority in payment of dividends and in the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

4.3 **Dividends**

The holders of the Class F Special Shares shall be entitled to receive, and the Corporation shall pay thereon, in each year, as and when declared by the board of directors of the Corporation, but always after payment to the holders of the Class A Preferred Shares of the amount or amounts to which they may be entitled and in preference and priority to the payment of dividends on the Junior Shares, out of moneys of the Corporation properly applicable to the payment of dividends, non-cumulative preferential cash dividends equal to 4.0% of the Class F Redemption Price (as defined in section 4.6 below). No dividend shall be declared in any financial year on the Class F Special Shares unless an equivalent per share dividend is declared on the Class D Special Shares and the Class E Special Shares without preference or priority of one share over another.

The holders of the Class F Special Shares shall not be entitled to any dividend other than or in excess of the non-cumulative preferential cash dividends hereinbefore provided for.

If in any year the board of directors of the Corporation in its discretion shall not declare the non-cumulative preferential dividends or any part thereof on the Class F Special Shares for such year, then the rights of the holders of the Class F Special Shares to such dividends or to any undeclared part thereof for such year shall be forever extinguished.

4.4 **Retraction Privilege**

Subject to the provisions of section 4.7, a holder of Class F Special Shares shall be entitled to require the Corporation to redeem at any time or times after the date of issue thereof all or any of the Class F Special Shares registered in the name of such holder.

4.5 **Retraction Procedure**

In order to require the Corporation to redeem Class F Special Shares pursuant to the retraction privilege provided for in section 4.4, a holder of Class F Special Shares must tender to the Corporation, at its registered office, the certificate or certificates representing the Class F Special Shares which the holder desires the Corporation to redeem, together with a

written request specifying that the holder desires to have all or a specified number of the shares represented by such certificate or certificates redeemed by the Corporation. After receipt of the certificate or certificates representing the Class F Special Shares which the holder desires the Corporation to redeem together with a request for redemption as specified above, the Corporation shall, subject to section 4.7, on the retraction date (the "Class F Retraction Date") selected by the Corporation (which shall be not later than 30 days following receipt by the Corporation of such written request) redeem Class F Special Shares duly tendered pursuant to the retraction privilege provided for in section 4.4 by paying to such holder for each share to be redeemed an amount equal to the Class F Redemption Price (as defined in section 4.6), together with an amount equal to all dividends declared thereon and unpaid up to the date on which redemption is to be made, such aggregate amount being hereinafter referred to in these provisions as the "Class F Aggregate Redemption Price".

The tender of the certificate or certificates by a holder of Class F Special Shares pursuant to this section 4.5 shall be irrevocable unless payment of the Class F Aggregate Redemption Price shall not be duly made by the Corporation to the holder on or before the Class F Retraction Date. In the event that payment of the Class F Aggregate Redemption Price is not made by the Corporation on or before the Class F Retraction Date, the Corporation shall forthwith thereafter return the holder's deposited share certificate or certificates to the holder. If a holder of Class F Special Shares tenders for redemption pursuant to the above retraction privilege a part only of the Class F Special Shares represented by any certificate or certificates, the Corporation shall issue and deliver to such holder at the expense of the Corporation a new certificate representing the Class F Special Shares which are not being tendered for redemption.

On the Class F Retraction Date the Class F Aggregate Redemption Price shall be paid by cheque payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine. Upon such payment being made, the Class F Special Shares in respect of which such payment is made shall be redeemed. From and after the Class F Retraction Date, the Class F Special Shares so redeemed shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the Class F

Aggregate Redemption Price shall not be made on the retraction date, in which event the rights of such holders shall remain unaffected.

4.6 **Redemption Price**

For the purposes hereof, the "Class F Redemption Price" of a Class F Special Share is equal to the quotient obtained when the aggregate fair market value of the Class F Property on the Determination Date, being the consideration for which the Class F Special Shares are issued, is divided by 100, being the aggregate number of Class F Special Shares to be issued pursuant to the Purchase Agreement.

4.7 **Retraction Subject To Applicable Law**

If, as a result of insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Corporation ranking prior to the Class F Special Shares, the Corporation is not permitted to redeem all of the Class F Special Shares duly tendered pursuant to the above retraction privilege, the Corporation shall redeem only the maximum number of Class F Special Shares which the board of directors of the Corporation determines the Corporation is then permitted to redeem. Such redemption shall be made pro rata, disregarding fractions of shares, from each holder of tendered Class F Special Shares according to the number of Class F Special Shares tendered for redemption by each such holder and the Corporation shall issue and deliver to each such holder at the expense of the Corporation a new certificate representing the Class F Special Shares not redeemed by the Corporation.

So long as the board of directors of the Corporation has acted in good faith in making any of the determinations referred to above as to the number of Class F Special Shares which the Corporation is permitted at any one time to redeem, neither the Corporation nor the board of directors shall have any liability in the event that any such determination proves to be inaccurate.

4.8 **Redemption At Option Of Corporation**

The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the outstanding Class F Special Shares on payment for each share to be redeemed of an amount equal to the Class F Aggregate Redemption Price.

4.9 **Partial Redemption**

In case a part only of the Class F Special Shares is to be redeemed at any time, the shares so to be redeemed shall be selected by lot or some other random selection method in such manner as the board of directors of the Corporation in its sole discretion determines or selected in such other manner as the board of directors of the Corporation in its sole discretion determines to be equitable. If a part only of the Class F Special Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

4.10 **Method Of Redemption**

In any case of redemption of Class F Special Shares, the Corporation shall, at least 30 days before the date specified for redemption, give to each person who at the date of the notice hereinafter referred to is a registered holder of Class F Special Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class F Special Shares, such notice to be given as provided in section 4.17 hereof. Such notice shall set out the number of Class F Special Shares held by the person to whom it is addressed which are to be redeemed, the Class F Aggregate Redemption Price, the date specified for redemption and the place or places in Canada at which holders of Class F Special Shares may present and surrender such shares for redemption.

On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class F Special Shares to be redeemed the Class F Aggregate Redemption Price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places in Canada specified in

the notice of redemption, of the certificate or certificates representing the Class F Special Shares called for redemption. Payment in respect of Class F Special Shares being redeemed shall be made by cheque payable to the respective holders thereof in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine.

From and after the date specified for redemption in any notice of redemption, the Class F Special Shares called for redemption shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights as shareholders in respect thereof unless payment of the Class F Aggregate Redemption Price shall not be made upon presentation and surrender of the share certificates in accordance with the foregoing provisions, in which case the rights of such holders shall remain unaffected.

4.11 Purchase For Cancellation

The Corporation may at any time or from time to time purchase for cancellation all or any part of the outstanding Class F Special Shares at the lowest price or prices at which, in the opinion of the board of directors of the Corporation, such shares are then obtainable but not exceeding an amount per share equal to the Class F Redemption Price plus an amount equal to all dividends declared thereon and unpaid to the purchase date.

4.12 Restricted Share Payments

Notwithstanding clause 4.2 above, the Corporation may make, at any time or from time to time, a Restricted Share Payment in any financial year, regardless of whether or not the Corporation has paid or transferred in that financial year any money or other property in respect of any dividend on, reduction of the stated capital of, redemption, purchase or other acquisition of, or other distribution on, the Class F Special Shares, if, but only if, at the time the Corporation becomes obligated to make the Restricted Share Payment the directors determine that, immediately after giving effect thereto, the Corporation could redeem, in compliance with all relevant provisions in respect thereof contained in the *Business Corporations Act*, all, but not less

than all, of the issued and outstanding Class F Special Shares of the Corporation by the payment in full of the Redemption Price for such shares.

For purposes of this clause 4.12, "Restricted Share Payment" means a payment or transfer by the Corporation of any money or other property in respect of any dividend on, reduction of stated capital of, redemption of, purchase or other acquisition of, or other distribution on, Junior Shares, or warrants, rights or options to purchase Junior Shares.

4.13 **Liquidation, Dissolution Or Winding-Up**

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, after payment to the holders of Class A Preferred Shares of the amount or amounts to which they may be entitled, the holders of the Class F Special Shares shall be entitled to receive from the assets of the Corporation an amount equal to the Class F Redemption Price of the Class F Special Shares held by them respectively, together with an amount equal to all dividends declared thereon and unpaid to the date of the liquidation, dissolution, winding-up or other distribution, the whole before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to holders of the Junior Shares. No distribution shall be made to the holders of the Class F Special Shares unless an equal distribution on a per share basis is made to the holders of the Class D Special Shares and the Class E Special Shares. After payment to the holders of the Class F Special Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the assets of the Corporation.

4.14 **Voting Rights**

Except as hereinafter referred to or as required by law, the holders of the Class F Special Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

4.15 Amendment With Approval of Holders of Class F Special Shares

The rights, privileges, restrictions and conditions attached to the Class F Special Shares may be added to, changed or removed but only with the approval of holders of Class F Special Shares given as hereinafter specified.

4.16 Approval of Holders of Class F Special Shares

The approval of the holders of Class F Special Shares to add to, change or remove any right, privilege, restriction or condition attached to the Class F Special Shares or in respect of any other matter requiring the consent of the holders of the Class F Special Shares may be given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the Class F Special Shares or passed by the affirmative vote of at least 2/3 of the votes cast at a meeting of the holders of Class F Special Shares duly called for that purpose.

The formalities to be observed with respect to the giving of notice of any such meeting or any adjourned meeting, the quorum required therefor and the conduct thereof shall be those from time to time prescribed by the by-laws of the Corporation with respect to meetings of shareholders or, if not prescribed, as required by the *Business Corporations Act* as in force at the time of the meeting.

4.17 Notices

Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the Class F Special Shares by first class mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address of such holder known to the Corporation. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Class F Special Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, request, certificate or other

communication from a holder of Class F Special Shares herein provided for shall be either sent to the Corporation by first class mail, postage prepaid, or delivered by hand to the Corporation at its registered office.

SCHEDULE F

**MASS HOLDINGS CLASS D
SPECIAL SHARE CONDITIONS**

SCHEDULE "A"

1. CLASS A PREFERRED SHARES AND CLASS C COMMON SHARES

The Class A Preferred Shares and the Class C Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1.1 Dividends

- (a) The holders of the Class A Preferred Shares, in priority to the Class C Common Shares and shares of any other class ranking junior to the Class A Preferred Shares, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, non-cumulative cash dividends at the rate of \$0.08 (eight cents) per share, per annum. Cheques of the Corporation payable at par at any branch of the Corporation's bankers in Canada shall be issued in respect of such dividends and payment thereof shall satisfy such dividends. The board of directors shall be entitled from time to time to declare part of the said dividends for such financial year notwithstanding that such dividends for such financial year shall not be declared in full. If within four months after the expiration of any financial year of the Corporation then the board of directors in its discretion shall not have declared the said dividends or any part thereof on the Class A Preferred Shares for such financial year, the rights of the holders of the Class A Preferred Shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished. The holders of the Class A Preferred Shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for;
- (b) Except with the consent in writing of the holders of all the Class A Preferred Shares outstanding, no dividend shall at any time be declared and paid on or declared and set apart for payment on the Class C Common Shares for any financial year unless the non-cumulative cash dividends on the Class A Preferred Shares then issued and outstanding in respect of such financial year shall have

been declared and paid or set apart for payment at the date of such declaration and payment or setting apart of dividends on the Class C Common Shares;

- (c) Subject to the prior rights of the holders of the Class A Preferred Shares as set forth in sub-clause (a) above and the holders of shares of any other class ranking senior to the Class C Common Shares, and not otherwise, the board of directors may declare and cause to be paid dividends to the holders of the Class C Common Shares from any assets at the time properly applicable to the payment of dividends.

1.2 **Liquidation, Dissolution or Winding-Up**

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of property of the Corporation among shareholders for the purpose of winding-up its affairs:

- (a) the holders of the Class A Preferred Shares shall be entitled to receive from the property of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of all the Class A Preferred Shares held by them respectively before any amount shall be paid or any property of the Corporation distributed to the holders of any Class C Common Shares or shares of any other class ranking junior to the Class A Preferred Shares. After payment to the holders of the Class A Preferred Shares of the amount so payable to them as above provided they shall not be entitled to share in any further distribution of the property of the Corporation;
- (b) subject to the rights of holders of shares of any class of shares ranking senior to the Class C Common Shares, the holders of the Class C Common Shares shall be entitled to receive the remaining property of the Corporation.

1.3 **Redemption**

- (a) The Corporation may, subject to the requirements of the *Business Corporations Act*, upon the giving of such notice, if any, and the following of such procedures

as the directors may determine from time to time redeem at any time the whole or from time to time any part of the then outstanding Class A Preferred Shares, either on a pro rata basis or otherwise, on payment of an amount for each share to be redeemed equal to the sum of \$1.00 (one dollar), plus all declared and unpaid non-cumulative cash dividends thereon, the whole constituting and being hereinafter referred to as the "Redemption Amount"; and

- (b) On or after the date specified for redemption the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class A Preferred Shares to be redeemed the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated by the Corporation in the notice of redemption of the certificates representing the Class A Preferred Shares called for redemption. Such Class A Preferred Shares shall thereupon be redeemed. If less than all the Class A Preferred Shares represented by any certificate are redeemed, the holder shall be entitled to receive a new certificate for that number of Class A Preferred Shares represented by the original certificate which are not redeemed. From and after the date specified for redemption, the holders of the Class A Preferred Shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Amount shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.

1.4

Retraction

- (a) Any holder of Class A Preferred Shares shall be entitled to require the Corporation to redeem, subject to the requirements of the *Business Corporations Act*, at any time or times, all or any of the Class A Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to an officer or director of the Corporation a share certificate or certificates representing the Class A Preferred Shares which the registered holder desires to have the

Corporation redeem together with a notice in writing specifying (i) that the registered holder desires to have the Class A Preferred Shares represented by such certificate or certificates redeemed by the Corporation and (ii) the business day ("Retraction Date") on which the holder desires to have the Corporation redeem such Class A Preferred Shares. Upon receipt of a share certificate or certificates representing the Class A Preferred Shares which the registered holder desires to have the Corporation redeem together with such notice, the Corporation shall on the Retraction Date redeem such Class A Preferred Shares by paying to such registered holder the Redemption Amount for each such Class A Preferred Share being redeemed. Such payment shall be made by a cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If less than all of the Class A Preferred Shares represented by any certificate are redeemed, the holder shall be entitled to receive a new certificate for that number of Class A Preferred Shares represented by the original certificate or certificates which are not redeemed. The said Class A Preferred Shares shall be redeemed on the Retraction Date and from and after the Retraction Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Class A Preferred Shares in respect thereof unless payment of the Redemption Amount is not made on the Retraction Date, in which event the rights of the holder of the said Class A Preferred Shares remain unaffected.

1.5

Voting Rights

- (a) the holders of the Class A Preferred Shares shall be entitled to receive notice of and to attend any meetings of the shareholders of the Corporation and shall be entitled to one vote in respect of each Class A Preferred Share held at such meetings except meetings at which the holders of a particular class of shares other than the Class A Preferred Shares are entitled to vote separately as a class;
- (b) the holders of the Class C Common Shares shall be entitled to receive notice of and to attend any meetings of the shareholders of the Corporation and shall be

entitled to one vote in respect of each Class C Common Share held at such meetings; except meetings at which the holders of a particular class of shares other than the Class C Common Shares are entitled to vote separately as a class.

2. **CLASS D SPECIAL SHARES**

The Class D Special Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

2.1 **Limitation**

The Class D Special Shares shall be limited to those 100 shares to be issued pursuant to the agreement of purchase and sale (the "Purchase Agreement") made as of the 1st day of January, 2004 (the "Determination Date") between the Corporation and 1328075 Ontario Limited, Muscletech Research and Development Inc., 1586276 Ontario Limited, 1599819 Ontario Limited and Paul Gardiner under which the Corporation will issue to 1586276 Ontario Limited 100 Class D Special Shares in consideration for the transfer by 1586276 Ontario Limited to the Corporation of the Mass-Tech Formulation (as defined in the Purchase Agreement) (the "Class D Property").

2.2 **Ranking of Class D Special Shares**

The Class D Special Shares shall rank behind the Class A Preferred Shares and shall be entitled to a preference over the Class C Common Shares and over any other shares of the Corporation ranking junior to the Class D Special Shares (the Class C Common Shares and all such other classes of shares being hereinafter collectively referred to as "Junior Shares") with respect to priority in payment of dividends and in the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

2.3 **Dividends**

The holders of the Class D Special Shares shall be entitled to receive, and the Corporation shall pay thereon, in each year, as and when declared by the board of directors of the

Corporation, but always after payment to the holders of the Class A Preferred Shares of the amount or amounts to which they may be entitled and in preference and priority to the payment of dividends on the Junior Shares, out of moneys of the Corporation properly applicable to the payment of dividends, non-cumulative preferential cash dividends equal to 4.0% of the Class D Redemption Price (as defined in section 2.6 below).

The holders of the Class D Special Shares shall not be entitled to any dividend other than or in excess of the non-cumulative preferential cash dividends hereinbefore provided for.

If in any year the board of directors of the Corporation in its discretion shall not declare the non-cumulative preferential dividends or any part thereof on the Class D Special Shares for such year, then the rights of the holders of the Class D Special Shares to such dividends or to any undeclared part thereof for such year shall be forever extinguished.

2.4 Retraction Privilege

Subject to the provisions of section 2.7, a holder of Class D Special Shares shall be entitled to require the Corporation to redeem at any time or times after the date of issue thereof all or any of the Class D Special Shares registered in the name of such holder.

2.5 Retraction Procedure

In order to require the Corporation to redeem Class D Special Shares pursuant to the retraction privilege provided for in section 2.4, a holder of Class D Special Shares must tender to the Corporation, at its registered office, the certificate or certificates representing the Class D Special Shares which the holder desires the Corporation to redeem, together with a written request specifying that the holder desires to have all or a specified number of the shares represented by such certificate or certificates redeemed by the Corporation. After receipt of the certificate or certificates representing the Class D Special Shares which the holder desires the Corporation to redeem together with a request for redemption as specified above, the Corporation shall, subject to section 2.7, on the retraction date (the "Class D Retraction Date") selected by the Corporation (which shall be not later than 30 days following receipt by the Corporation of such written request) redeem Class D Special Shares duly tendered pursuant to

the retraction privilege provided for in section 2.4 by paying to such holder for each share to be redeemed an amount equal to the Class D Redemption Price (as defined in section 2.6), together with an amount equal to all dividends declared thereon and unpaid up to the date on which redemption is to be made, such aggregate amount being hereinafter referred to in these provisions as the "Class D Aggregate Redemption Price".

The tender of the certificate or certificates by a holder of Class D Special Shares pursuant to this section 2.5 shall be irrevocable unless payment of the Class D Aggregate Redemption Price shall not be duly made by the Corporation to the holder on or before the Class D Retraction Date. In the event that payment of the Class D Aggregate Redemption Price is not made by the Corporation on or before the Class D Retraction Date, the Corporation shall forthwith thereafter return the holder's deposited share certificate or certificates to the holder. If a holder of Class D Special Shares tenders for redemption pursuant to the above retraction privilege a part only of the Class D Special Shares represented by any certificate or certificates, the Corporation shall issue and deliver to such holder at the expense of the Corporation a new certificate representing the Class D Special Shares which are not being tendered for redemption.

On the Class D Retraction Date the Class D Aggregate Redemption Price shall be paid by cheque payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine. Upon such payment being made, the Class D Special Shares in respect of which such payment is made shall be redeemed. From and after the Class D Retraction Date, the Class D Special Shares so redeemed shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the Class D Aggregate Redemption Price shall not be made on the retraction date, in which event the rights of such holders shall remain unaffected.

2.6 Redemption Price

For the purposes hereof, the "Class D Redemption Price" of a Class D Special Share is equal to the quotient obtained when the difference between the aggregate fair market value of the Class D Property on the Determination Date and \$4,175,572, being the consideration

for which the Class D Special Shares are issued, is divided by 100, being the aggregate number of Class D Special Shares to be issued pursuant to the Purchase Agreement.

2.7 Retraction Subject To Applicable Law

If, as a result of insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Corporation ranking prior to the Class D Special Shares, the Corporation is not permitted to redeem all of the Class D Special Shares duly tendered pursuant to the above retraction privilege, the Corporation shall redeem only the maximum number of Class D Special Shares which the board of directors of the Corporation determines the Corporation is then permitted to redeem. Such redemption shall be made pro rata, disregarding fractions of shares, from each holder of tendered Class D Special Shares according to the number of Class D Special Shares tendered for redemption by each such holder and the Corporation shall issue and deliver to each such holder at the expense of the Corporation a new certificate representing the Class D Special Shares not redeemed by the Corporation.

So long as the board of directors of the Corporation has acted in good faith in making any of the determinations referred to above as to the number of Class D Special Shares which the Corporation is permitted at any one time to redeem, neither the Corporation nor the board of directors shall have any liability in the event that any such determination proves to be inaccurate.

2.8 Redemption At Option Of Corporation

The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the outstanding Class D Special Shares on payment for each share to be redeemed of an amount equal to the Class D Aggregate Redemption Price.

2.9 Partial Redemption

In case a part only of the Class D Special Shares is to be redeemed at any time, the shares so to be redeemed shall be selected by lot or some other random selection method in

such manner as the board of directors of the Corporation in its sole discretion determines or selected in such other manner as the board of directors of the Corporation in its sole discretion determines to be equitable. If a part only of the Class D Special Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

2.10 Method Of Redemption

In any case of redemption of Class D Special Shares, the Corporation shall, at least 30 days before the date specified for redemption, give to each person who at the date of the notice hereinafter referred to is a registered holder of Class D Special Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class D Special Shares, such notice to be given as provided in section 2.17 hereof. Such notice shall set out the number of Class D Special Shares held by the person to whom it is addressed which are to be redeemed, the Class D Aggregate Redemption Price, the date specified for redemption and the place or places in Canada at which holders of Class D Special Shares may present and surrender such shares for redemption.

On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class D Special Shares to be redeemed the Class D Aggregate Redemption Price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places in Canada specified in the notice of redemption, of the certificate or certificates representing the Class D Special Shares called for redemption. Payment in respect of Class D Special Shares being redeemed shall be made by cheque payable to the respective holders thereof in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by any other reasonable means as the directors of the Corporation may determine.

From and after the date specified for redemption in any notice of redemption, the Class D Special Shares called for redemption shall cease to be entitled to dividends or any other participation in any distribution of the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights as shareholders in respect thereof unless payment of

the Class D Aggregate Redemption Price shall not be made upon presentation and surrender of the share certificates in accordance with the foregoing provisions, in which case the rights of such holders shall remain unaffected.

2.11 Purchase For Cancellation

The Corporation may at any time or from time to time purchase for cancellation all or any part of the outstanding Class D Special Shares at the lowest price or prices at which, in the opinion of the board of directors of the Corporation, such shares are then obtainable but not exceeding an amount per share equal to the Class D Redemption Price plus an amount equal to all dividends declared thereon and unpaid to the purchase date.

2.12 Restricted Share Payments

Notwithstanding clause 2.2 above, the Corporation may make, at any time or from time to time, a Restricted Share Payment in any financial year, regardless of whether or not the Corporation has paid or transferred in that financial year any money or other property in respect of any dividend on, reduction of the stated capital of, redemption, purchase or other acquisition of, or other distribution on, the Class D Special Shares, if, but only if, at the time the Corporation becomes obligated to make the Restricted Share Payment the directors determine that, immediately after giving effect thereto, the Corporation could redeem, in compliance with all relevant provisions in respect thereof contained in the *Business Corporations Act*, all, but not less than all, of the issued and outstanding Class D Special Shares of the Corporation by the payment in full of the Redemption Price for such shares.

For purposes of this clause 2.12, "Restricted Share Payment" means a payment or transfer by the Corporation of any money or other property in respect of any dividend on, reduction of stated capital of, redemption of, purchase or other acquisition of, or other distribution on, Junior Shares, or warrants, rights or options to purchase Junior Shares.

2.13 Liquidation, Dissolution Or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of the assets of the

Corporation among its shareholders for the purpose of winding up its affairs, after payment to the holders of Class A Preferred Shares of the amount or amounts to which they may be entitled, the holders of the Class D Special Shares shall be entitled to receive from the assets of the Corporation an amount equal to the Class D Redemption Price of the Class D Special Shares held by them respectively, together with an amount equal to all dividends declared thereon and unpaid to the date of the liquidation, dissolution, winding-up or other distribution, the whole before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to holders of the Junior Shares. After payment to the holders of the Class D Special Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the assets of the Corporation.

2.14 Voting Rights

Except as hereinafter referred to or as required by law, the holders of the Class D Special Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

2.15 Amendment With Approval of Holders of Class D Special Shares

The rights, privileges, restrictions and conditions attached to the Class D Special Shares may be added to, changed or removed but only with the approval of holders of Class D Special Shares given as hereinafter specified.

2.16 Approval of Holders of Class D Special Shares

The approval of the holders of Class D Special Shares to add to, change or remove any right, privilege, restriction or condition attached to the Class D Special Shares or in respect of any other matter requiring the consent of the holders of the Class D Special Shares may be given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the Class D Special Shares or passed by the affirmative vote of at least 2/3 of the votes cast at a meeting of the holders of Class D Special Shares duly called for that purpose.

The formalities to be observed with respect to the giving of notice of any such meeting or any adjourned meeting, the quorum required therefor and the conduct thereof shall be those from time to time prescribed by the by-laws of the Corporation with respect to meetings of shareholders or, if not prescribed, as required by the *Business Corporations Act* as in force at the time of the meeting.

2.17 Notices

Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the Class D Special Shares by first class mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address of such holder known to the Corporation. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Class D Special Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, request, certificate or other communication from a holder of Class D Special Shares herein provided for shall be either sent to the Corporation by first class mail, postage prepaid, or delivered by hand to the Corporation at its registered office.