

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	1st Amalgamation

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mustang Survival Corp.		03/22/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Mustang Survival Holdings Corporation
Street Address:	1200 Waterfront Centre
Internal Address:	220 Gurrard Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6C 3L6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3830038	ICE COMMANDER
Registration Number:	2083950	ICE RIDER BY MUSTANG
Registration Number:	3545928	LIFT
Registration Number:	1898657	MUSTANG SURVIVAL
Registration Number:	3798208	MUSTANG SURVIVAL
Registration Number:	2454797	MUSTANG SURVIVAL INTEGRITY
Registration Number:	2510756	OCEAN COMMANDER
Registration Number:	3511067	RESCUE STICK
Registration Number:	1432744	THE FLOATER BY MUSTANG
Registration Number:	1462882	TUG-TITE

CORRESPONDENCE DATA

Fax Number: 2122453009

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$265.00 3830038

via US Mail.

Phone: 2125416222
Email: trademark@kanekessler.com
Correspondent Name: Brendan P. McFeely
Address Line 1: 1350 Avenue of Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 8485-0019

DOMESTIC REPRESENTATIVE

Name: Brendan P. McFeely
Address Line 1: 1350 Avenue of Americas
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Stanley Seuradge

Signature: /sas/

Date: 06/25/2013

Total Attachments: 13

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2013-03-28

Corporations Canada
9th floor, Jean Edmonds Towers South
365 Laurier Avenue West
Ottawa, Ontario K1A 0C8

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BORDEN LADNER GERVAIS LLP
PHYLLIS WAN
200 BARRARD STREET
1200 WATERFRONT CENTRE BOX 48600
VANCOUVER BC V7X 1T2
Canada

Corporation Number:
Numéro de société : **839156-4**

Request Received:
Date de réception de la demande : **2013-03-22**

Request ID:
Numéro de la demande : **5835805**

Your Reference:
Votre référence :

Please find enclosed the **Certificate of Amalgamation** issued under the *Canada Business Corporations Act (CBCA)* and related documents for **Mustang Survival Holdings Corporation**. Please ensure that these documents are kept with the corporate records.

The issuance of this certificate will be listed in Corporations Canada's online Monthly Transactions report. You can access the report on the Corporations Canada website.

Please ensure that the corporation is aware of its ongoing reporting obligations by referring to the pamphlet, *Keeping Your Corporation in Good Standing* (enclosed or available on our website).

Also enclosed is additional information about protecting a corporate name.

If you require additional information, please contact Corporations Canada.

Vous trouverez ci-joint le **certificat de fusion** ainsi que les documents connexes émis en vertu de la *Loi canadienne sur les sociétés par actions (LCSA)* relativement à **Mustang Survival Holdings Corporation**. Veuillez vous assurer de les conserver avec les livres de la société.

L'émission de ce certificat sera rapportée dans notre prochain rapport mensuel de transactions. Vous pouvez consulter le rapport dans le site Web de Corporations Canada.

Veuillez vous assurer que la société est informée de ses obligations de déclaration. Vous pouvez consulter la brochure *Maintenir votre société en conformité*, ci-jointe ou disponible en ligne, pour connaître les obligations de déclaration de la société.

De plus vous trouverez ci-joint de l'information concernant la protection de la dénomination sociale.

Si vous avez besoin de plus d'information, veuillez communiquer avec Corporations Canada.



2013-03-28

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9th floor, Jean Edmonds Towers South
365 Laurier Avenue West
Ottawa, Ontario K1A 0C8

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Ottawa (Ontario) K1A 0C8

Corporation Information Sheet

Canada Business Corporations Act (CBCA)

Fiche de renseignements concernant la société

Loi canadienne sur les sociétés par actions (LCSA)

Mustang Survival Holdings Corporation

Corporation Number	839156-4	Numéro de société
Corporation Key Required for changes of address or directors online	40271320	Clé de société Requise pour mettre à jour en ligne l'adresse du siège social ou l'information concernant les administrateurs
Anniversary Date Required to file annual return	03-22 (mm-dd/mm-jj)	Date anniversaire Requise pour le dépôt du rapport annuel
Annual Return Filing Period Starting in 2014	03-22 to/au 05-21 (mm-dd/mm-jj)	Période pour déposer le rapport annuel Débutant en 2014

Reporting Obligations

A corporation can be dissolved if it defaults in filing a document required by the CBCA. To understand the corporation's reporting obligations, consult **Keeping Your Corporation in Good Standing** (enclosed or available on our website).

Corporate Name

Where a name has been approved, be aware that the corporation assumes full responsibility for any risk of confusion with existing business names and trademarks (including those set out in the NUANS® search report). The corporation may be required to change its name in the event that representations are made to Corporations Canada and it is established that confusion is likely to occur. Also note that any name granted is subject to the laws of the jurisdiction where the corporation carries on business. For additional information, consult **Protecting Your Corporate Name** (enclosed or available on our website).

Obligations de déclaration

Une société peut être dissoute si elle omet de déposer un document requis par la LCSA. Pour connaître les obligations de déclaration de la société veuillez consulter la brochure **Maintenir votre société en conformité**, ci-jointe ou disponible dans notre site Web.

Dénomination sociale

En dépit du fait que Corporations Canada ait approuvé la dénomination sociale, il faut savoir que la société assume toute responsabilité de risque de confusion avec toutes dénominations commerciales, marques de commerce existantes (y compris celles qui sont citées dans le rapport de recherche NUANS®). La société devra peut-être changer sa dénomination advenant le cas où des représentations soient faites auprès de Corporations Canada établissant qu'il existe une probabilité de confusion. Il faut aussi noter que toute dénomination octroyée est assujettie aux lois de l'autorité législative où la société mène ses activités. Pour obtenir de l'information supplémentaire, veuillez consulter le document **Protection de la dénomination sociale** ci-joint ou disponible dans notre site Web.



Certificate of Amalgamation

Canada Business Corporations Act

Certificat de fusion

Loi canadienne sur les sociétés par actions

Mustang Survival Holdings Corporation

Corporate name / Dénomination sociale

839156-4

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

JE CERTIFIE que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Marcie Girouard

Director / Directeur

2013-03-22

Date of Amalgamation (YYYY-MM-DD)
Date de fusion (AAAA-MM-JJ)



**FORM 9
 ARTICLES OF AMALGAMATION
 (SECTION 185)**

**FORMULAIRE 9
 STATUTS DE FUSION
 (ARTICLE 185)**

Form 9

1 -- Name of the Amalgamated Corporation / Dénomination sociale de la société issue de la fusion
 Mustang Survival Holdings Corporation

2 -- The province or territory in Canada where the registered office is to be situated (do not indicate the full address) / La province ou le territoire au Canada où sera situé le siège social (n'indiquez pas l'adresse complète)
 British Columbia - Colombie Britannique

3 -- The classes and any maximum number of shares that the corporation is authorized to issue / Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
 See attached schedule.

4 -- Restrictions, if any, on share transfers / Restrictions sur le transfert des actions, s'il y a lieu
 N/A

5 -- Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes) / Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)
 Minimum: 1 Maximum: 5 / Minimal: 1 Maximal: 5

6 -- Restrictions, if any, on business the corporation may carry on / Limites imposées à l'activité commerciale de la société, s'il y a lieu
 N/A

7 -- Other provisions, if any / Autres dispositions, s'il y a lieu
 N/A

8 -- The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows: / La fusion a été approuvée en accord avec l'article ou le paragraphe de la Loi indiqué ci-après
 183 184(1) 184(2)

9 -- Declaration: I hereby certify that I am a director or an officer of the corporation. / Déclaration: J'atteste que je suis un administrateur ou un dirigeant de la société.

Name of the amalgamating corporations / Dénomination social des sociétés fusionnantes	Corporation No. / N° de la société	Signature
Mustang Survival Holdings Corporation	3 5 3 7 3 2 - 3	
Mustang Survival Corp.	3 9 4 6 2 9 - 1	

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA). / **Nota:** Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).

E-MAIL
 2013-03-22
 13:06



SCHEDULE A

Form 9 Articles of Amalgamation

MUSTANG SURVIVAL HOLDINGS CORPORATION

(the "Corporation")

Section 3 – The classes and any maximum number of shares that the corporation is authorized to issue:

an unlimited number of Common shares,
an unlimited number of Class A Common shares,
an unlimited number of Class B Common shares,
an unlimited number of Class C Preferred shares, and
an unlimited number of Class D Preferred shares,

having attached thereto the rights, privileges, restrictions and conditions set out in the this Schedule A.

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS
ATTACHING TO EACH CLASS OF SHARES

1. **Definitions.** In these Articles:

- (a) "Affected Parties" means the Corporation and the Assessed Parties;
- (b) "Amended Value" has the meaning ascribed to it by subparagraph 7(e);
- (c) "Assessed Parties" means the person or persons against whom an Authority issues or proposes to issue an Assessment;
- (d) "Assessment" means an assessment or reassessment by an Authority that imposes or would impose a liability for tax on the basis of a determination or assumption that the fair market value of the Assets as at the Effective Date, or the fair market value of the Preferred Shares issued in total or partial consideration therefor, is different than the Original Value;
- (e) "Assets" means the assets purchased by the Corporation under the Sale Agreement;
- (f) "Authority" means the Federal Minister of National Revenue, the British Columbia Minister of Finance or another competent taxing authority;
- (g) "Effective Date" means the day on which the Corporation agreed to purchase the Assets from the Vendor;
- (h) "Original Value" means with respect to the Assets, the fair market value of the Assets as at the Effective Date, and with respect to the Preferred Shares issued in total or partial consideration therefor, the fair market value of the consideration received by the

Corporation for the issuance of the Preferred Shares, as originally determined by the Vendor and the Corporation;

- (i) "Preferred Shares" means the Class C Preferred shares and the Class D Preferred shares in the capital of the Corporation;
- (j) "Redemption Price" means the value determined by the Directors in accordance with paragraph 6 of these Articles upon issuance of Class C Preferred shares or Class D Preferred shares, as applicable, as adjusted by the Directors from time to time in accordance with paragraph 6 of these Articles;
- (k) "Retractable Shares" means either the Class C Preferred shares or the Class D Preferred shares in the capital of the Corporation;
- (l) "Sale Agreement" means an agreement of purchase and sale pursuant to which the Corporation purchased assets from one or more persons who received Preferred Shares in total or partial consideration therefor; and
- (m) "Vendor" means the person or persons to whom Preferred Shares were issued under the Sale Agreement.

2. **Voting.** The Corporation's shares shall have the following rights with respect to voting:

- (a) The holders of the Common shares and the Class A Common shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation (other than a separate meeting of the holders of another class of shares) and shall have one vote for each share held; and
- (b) Except as otherwise required by law or hereinafter provided, the holders of the Class B Common shares and the Preferred Shares shall not be entitled to receive notice of or to attend or to vote at any meeting of shareholders of the Corporation.

3. **Dividends.** The Corporation's shares shall have the following rights with respect to dividends:

Class A Common shares

- (a) The holders of the Class A Common shares of the Corporation shall in no circumstances be entitled to receive any dividends from the Corporation, whether on the liquidation, dissolution or winding-up of the Corporation or otherwise, and the directors shall not declare any dividends on the Class A Common shares; and

Common shares, Class B Common shares and Preferred Shares

- (b) The holders of the Common shares, Class B Common shares and the Preferred Shares shall be entitled to receive, as and when declared by the directors, out of the monies of the Corporation properly available for the payment of dividends, non-cumulative dividends at a rate to be determined by the Directors, provided that in no event shall a dividend be declared on any of the classes of shares entitled to receive dividends if such dividend is likely to impair the ability of the Corporation to redeem the Preferred Shares of the Corporation. The Directors of the Corporation shall be at liberty to declare dividends on any one or more classes of shares of the Corporation entitled to receive

dividends to the exclusion of any other class or classes of shares in the Corporation entitled to receive dividends, and no holder of any class of shares of the Corporation entitled to receive dividends shall be entitled to receive dividends pari passu with, or in priority to, the holders of any or all other classes of shares of the Corporation entitled to receive dividends.

4. **Dividends Payable by Cheque.** Any dividend payable in cash (less any amount required to be withheld by the Corporation) shall be paid by cheques of the Corporation payable at par at any branch of the Corporation's bankers in Canada. Such cheques shall be mailed on the dividend payment date and the mailing of such cheques shall satisfy and discharge all liability for such dividends to the extent of the amounts represented thereby unless such cheques are not paid on due presentation. Dividends which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remains unclaimed for a period of six years from the date on which they were declared to be payable shall be forfeited to the Corporation.
5. **Dissolution.** In the event of the dissolution, liquidation or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs or upon a reduction of capital:

Class C Preferred shares

- (a) The holders of the Class C Preferred shares shall, in priority to all other shareholders of the Corporation, be entitled to receive the Redemption Price for each such share held and any declared but unpaid dividends. Thereafter, the holders of the Class C Preferred shares shall not be entitled to share in any further distribution of the property or assets of the Corporation;

Class D Preferred shares

- (b) Subject to the prior rights of the holders of the Class C Preferred shares, the holders of the Class D Preferred shares shall, in priority to the holders of the Class A Common shares, Common shares and Class B Common shares of the Corporation, be entitled to receive the Redemption Price for each such share held and any declared but unpaid dividends. Thereafter, the holders of the Class D Preferred shares shall not be entitled to share in any further distribution of the property or assets of the Corporation;

Class A Common shares

- (c) Subject to the prior rights of the holders of the Preferred Shares, the holders of the Class A Common shares shall, in priority to the holders of the Common shares and Class B Common shares of the Corporation, be entitled to receive the amount paid up for each such share held, but no more; and

Class B Common shares and Common shares

- (d) Subject to the prior rights of the holders of the Preferred Shares and the Class A Common shares, the holders of the Class B Common shares and the Common shares shall be entitled to receive the amount paid up on such shares together with any declared but unpaid dividends and thereafter shall be entitled to share equally, on a per share basis, in any further distribution of the property or assets of the Corporation.

6. **Redemption Price.** The Directors shall set and adjust the Redemption Price of the Class C Preferred shares and the Class D Preferred shares from time to time as required in order to ensure that the fair market value of Preferred Shares issued as total or partial consideration for any Assets shall equal the difference between the fair market value of the Assets as at the Effective Date and the value of the non-share consideration (if any) paid by the Corporation as partial or total consideration for the Assets so purchased.
7. **Assessments.** If, at any time after the Effective Date and so often as the same shall occur:
- (a) An Authority proposes to issue or issues an Assessment which specifies or assumes that the fair market value of the Assets, or the fair market value of the Preferred Shares issued in total or partial consideration therefor, is different than its Original Value and such value is accepted as correct by the Affected Parties;
 - (b) The Assessment is disputed and a final settlement is reached with the Authority by the Affected Parties as to the fair market value of the Assets or the fair market value of the Preferred Shares issued in total or partial consideration therefor and such value is different than its Original Value;
 - (c) A court of competent jurisdiction determines that the fair market value of the Assets as at the Effective Date, or the fair market value of the Preferred Shares issued in total or partial consideration therefor, was different than its Original Value and no appeal from such determination has been filed and the relevant appeal period has expired; or
 - (d) The Vendor or the Corporation informs the other in writing that the fair market value of the Assets as at the Effective Date, or the fair market value of the Preferred Shares issued in total or partial consideration therefor, was different than its Original Value, and the Vendor and the Corporation agree that such different amount is correct,

then:

- (e) the purchase price for the Assets or the fair market value of the Preferred Shares issued in total or partial consideration therefor (as the case may be) shall be deemed to be the fair market value so determined (the "Amended Value");
- (f) If some or all of the Preferred Shares issued in total or partial consideration for the Assets are still issued and outstanding, the then current Redemption Price of such Preferred Shares shall be increased or decreased to reflect the difference between the Amended Value and the Original Value;
- (g) If some or all of the Preferred Shares issued in total or partial consideration for the Assets have been redeemed by the Corporation prior to the date of a downward adjustment of the then current Redemption Price, the shareholder who held such shares at the time of their redemption shall forthwith pay to the Corporation, for each such Preferred Share so redeemed, an amount equal to the difference between the Redemption Price at the time of redemption and the Redemption Price so adjusted, provided that such shareholder and the Corporation may agree that the total amount so payable to the Corporation may be paid by a corresponding downward adjustment of the Redemption Price of any remaining Preferred Shares of the same class held by such shareholder or in cash or by the assumption or issuance of debt or any combination thereof; and

- (h) If some or all of the Preferred Shares issued in total or partial consideration for the Assets have been redeemed prior to the date of an upward adjustment of the then current Redemption Price, the Corporation shall forthwith pay to the shareholder who held such shares at the time of their redemption, for each such Preferred Share so redeemed, an amount equal to the difference between the Redemption Price at the time of redemption and the Redemption Price so adjusted, provided that such shareholder and the Corporation may agree that the Corporation may pay the total amount so payable by a corresponding upward adjustment of the Redemption Price of any remaining Preferred Shares of the same class held by such shareholder or in cash or by the assumption or issuance of debt or any combination thereof.
8. **Adjustments.** Any adjustments pursuant to paragraphs 6 and 7 shall be retroactive nunc pro tunc to the date of the issuance of the Preferred Shares in question and to the date of the first and each subsequent redemption of such Preferred Shares.
9. **Redemption by the Corporation.** The Preferred Shares shall be redeemable by the Corporation in accordance with the following provisions:
- (a) The Corporation may upon giving notice as provided in paragraph 10, redeem at any time the whole or from time to time any part of the then outstanding Preferred Shares on payment of the Redemption Price for each share to be redeemed; and
- (b) If only part of the then outstanding Preferred Shares is at any time to be redeemed, the shares to be redeemed shall be selected by the Directors in their absolute discretion and need not be redeemed pro rata based on the shareholdings.
10. **Redemption Procedure.** The Preferred Shares to be redeemed shall be redeemed by the Corporation in accordance with the following provisions:
- (a) The Corporation shall at least 21 days before the date specified for redemption (the "Redemption Date"), forward to each person who, at the date of mailing, is a registered holder of the Preferred Shares to be redeemed, by registered, certified or first class mail, postage prepaid and addressed to each such holder at the holder's address as it appears on the books of the Corporation, a written notice (the "Redemption Notice") setting out the Redemption Price, the Redemption Date and if only part of the Preferred Shares held by such holder is to be redeemed, the class and number of the Preferred Shares to be redeemed;
- (b) If the address of any shareholder entitled to receive a Redemption Notice does not appear on the books of the Corporation, the Redemption Notice shall be forwarded by registered, certified or first class mail, postage prepaid, to the last known address of such shareholder;
- (c) The accidental failure to give a Redemption Notice to one or more shareholders entitled to receive a Redemption Notice shall not affect the validity of the redemption;
- (d) On the Redemption Date the Corporation shall pay, or cause to be paid, to or to the order of the registered holders of the Preferred Shares to be redeemed, the Redemption Price (less any amount required to be withheld by the Corporation) for each such share on presentation and surrender, at the Registered Office of the Corporation or any other place(s) in Vancouver, British Columbia, designated in the Redemption Notice, of the

certificate(s) for the Preferred Shares called for redemption, at which time such Preferred Shares shall be deemed to be redeemed and shall be cancelled;

- (e) If only a part of the shares represented by any certificate presented and surrendered is redeemed, a new certificate for the balance shall be issued at the expense of the Corporation;
 - (f) Payment of the Redemption Price (less any amount required to be withheld by the Corporation) for the Preferred Shares to be redeemed shall be made by cheque payable to the holder thereof at par at any branch of the Corporation's bankers in Canada, which cheque shall discharge all liability of the Corporation for the Redemption Price, to the extent of the amount represented thereby, unless such cheque is not paid on due presentation;
 - (g) From and after the Redemption Date the Preferred Shares called for redemption shall cease to be entitled to receive dividends and the holders thereof shall no longer be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price shall not be made upon presentation of the certificate(s) in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected;
 - (h) The Corporation shall have the right, at any time on or after the date of the mailing of the Redemption Notice, to deposit the Redemption Price of the Preferred Shares called for redemption, or of such of the Preferred Shares which are represented by certificate(s) which have not at the date of such deposit been surrendered by the holders in connection with such redemption with the solicitors for the Corporation to be held in trust (the "Trustee"), to be paid without interest to or to the order of the respective holders of such Preferred Shares called for redemption upon presentation and surrender to the Trustee of the certificate(s) representing such shares;
 - (i) Upon making the deposit referred to in subparagraph 10(h) the Preferred Shares in respect of which such deposit was made shall be deemed to be redeemed and shall be cancelled and the rights of the holders thereof shall be limited to receiving without interest their proportionate part of the total amount of the deposit against presentation and surrender to the Trustee of the certificate(s) representing the Preferred Shares to be redeemed;
 - (j) Any interest allowed on the deposit referred to in subparagraph 10(h) shall belong to the Corporation; and
 - (k) Notwithstanding the foregoing, the holders of the Preferred Shares to be redeemed may waive the requirement for notice of the redemption by written instrument(s).
11. **Retractable by the Holder.** Any holder of Retractable Shares may, at the holder's option, at any time, upon giving notice as provided for in paragraph 12, require the Corporation to redeem at any time the whole of or from time to time any part of the Retractable Shares held by the holder by payment to the holder of the Redemption Price for each such share to be redeemed.
12. **Retraction Procedure.** The Retractable Shares to be retracted shall be redeemed by the Corporation in accordance with the following provisions:

- (a) The holder of the Retractable Shares to be redeemed shall, at least 120 days before the date specified for redemption (the "**Retraction Date**"), forward to the Corporation, at its Registered Office, a written notice (the "**Retraction Notice**") setting out the Retraction Date and if only part of the Retractable Shares held by the holder is to be redeemed, the class and number of the Retractable Shares to be redeemed;
- (b) On the Retraction Date, the Corporation shall pay or cause to be paid, to the order of the registered holder of the Retractable Shares to be redeemed, the Redemption Price (less any amount required to be withheld by the Corporation) for each such share on presentation and surrender, at the Registered Office of the Corporation, of the certificate(s) for the Retractable Shares to be redeemed, at which time such Retractable Shares shall be deemed to be redeemed and shall be cancelled;
- (c) If only a part of the shares represented by any certificate presented and surrendered is redeemed, a new certificate for the balance shall be issued at the expense of the Corporation;
- (d) Payment of the Redemption Price (less any amount required to be withheld by the Corporation) for the Retractable Shares to be redeemed shall be made by cheque payable to the holder thereof at par at any branch of the Corporation's bankers in Canada, which cheque shall discharge all liability of the Corporation for the Redemption Price, to the extent of the amount represented thereby, unless such cheque is not paid on due presentation;
- (e) From and after the Retraction Date the Retractable Shares so redeemed shall cease to be entitled to receive dividends and the holders thereof shall no longer be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price shall not be made upon presentation of the certificate(s) in accordance with the foregoing provisions, in which case the rights of the holder shall remain unaffected;
- (f) If a holder of Retractable Shares delivers a Retraction Notice to the Corporation but fails to present the certificate(s) for such holder's Retractable Shares to be redeemed on the Retraction Date, the Retraction Notice given by such holder shall be null and void and the Corporation shall have no obligation to make the redemption called for in the Retraction Notice, or, at the Corporation's option, the Corporation shall have the right to proceed with the redemption of the Retractable Shares for which certificate(s) were not presented pursuant to subparagraph 12(g);
- (g) If pursuant to subparagraph 12(f) the Corporation elects to proceed with the redemption, the Corporation shall deposit the Redemption Price for the Retractable Shares to be redeemed with the solicitors for the Corporation to be held in trust (the "**Trustee**"), to be paid without interest to or to the order of the holder of such Retractable Shares upon presentation and surrender to the Trustee of the certificate(s) representing such shares;
- (h) Upon making the deposit referred to in subparagraph 12(g) the Retractable Shares in respect of which such deposit was made shall be deemed to be redeemed and shall be cancelled and the rights of the holder thereof shall be limited to receiving without interest the amount so deposited upon presentation and surrender to the Trustee of the certificate(s) representing the Retractable Shares to be redeemed; and

(i) Any interest allowed on the deposit referred to in subparagraph 12(g) shall belong to the Corporation.

13. **Dividend in Default of Retraction of Preferred Shares.** Subject to paragraph 14, if the Corporation fails to redeem the Retractable Shares within 60 days of the date specified for redemption, the holder of the Retractable Shares, in addition to any other rights the holder may have against the Corporation at law or in equity for failing to redeem the Retractable Shares, shall be entitled to receive for each Retractable Share which was not redeemed, out of any or all profits or surplus available for dividends, in preference or priority to any payment of non-cumulative dividends on any other of the Preferred Shares or any class of the Common shares of the Corporation, cumulative dividends accruing at the rate prescribed in paragraph (c) of Regulation 4301 to the Canada *Income Tax Act* as it may be amended. The cumulative dividends herein provided for shall accrue from the date specified for redemption until payment of the Redemption Price for each Retractable Share has been made.
14. **Limitation on Obligation to Redeem.** Notwithstanding anything contained in these Articles, the Corporation shall be under no obligation to redeem any Preferred Shares to the extent that such redemption would, in the reasonable opinion of the Directors, be in violation of the laws of Canada or any other applicable law.
15. **Forfeiture.** Any redemption monies that are represented by a cheque, which has not been presented to the Corporation's bankers for payment or that otherwise remains unclaimed (including monies held by the Corporation's solicitors in trust) for a period of six years from the Redemption Date or the Retraction Date, as the case may be, shall be forfeited to the Corporation.

4.23

Initial Registered Office Address and First Board of Directors

(To be filed with Articles of Incorporation, Amalgamation and Continuance)
(Sections 19 and 106 of the Canada Business Corporations Act (CBCA))

Form 2

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PP14-049.

Changes to this registered office or the board of directors are to be made by filing Form 3 - Change of Registered Office Address or Form 6 - Changes Regarding Directors.

Instructions

4) The address of a director must be a residential address or other address for service. An address for service is an address where legal documents must be accepted by the director or someone on their behalf, and where an acknowledgement or delivery receipt can be provided, if required. An address for service can be the residential address of the director or a business address.

At least 25 per cent of the directors of a corporation must be Canadian residents. If a corporation has four directors or less, at least one director must be a Canadian resident (subsection 105(3) of the Canada Business Corporations Act (CBCA)).

If the corporation is a "distributing" corporation, there must be at least three directors.

However, the board of directors of corporations operating in uranium mining, book publishing and distribution, book sale or film and video distribution must be comprised of a majority of Canadian residents (subsection 105(3.1) of the CBCA).

If the space available is insufficient, please attach a schedule to this form.

Declaration

5) In the case of an incorporation this form must be signed by the incorporator. In the case of an amalgamation or a continuance, this form must be signed by a director or an officer of the corporation (subsection 252(2) of the CBCA).

If you require more information, please consult our website at www.corporationscanada.gc.ca or contact us at 613-941-9042 (Ottawa region), toll-free at 1-866-333-5586 or by email at corpora@corporationscanada.gc.ca.

File documents online (except for Articles of Amalgamation):
Corporations Canada Online Filing Centre:
www.corporationscanada.gc.ca

Or send documents by mail:
Director General,
Corporations Canada
Jean Edmonds Tower South
9th Floor
365 Laurier Ave. West
Ottawa ON K1A 0G8

By Facsimile: 613-941-0399

1 Corporation name
Mustang Survival Holdings Corporation

2 Address of registered office (must be a street address, a P.O. Box is not acceptable)
1200 Waterfront Centre, 200 Burrard Street
Vancouver BC V6C 3L6

3 Mailing address (if different from the registered office)
SAME AS ABOVE
ATTENTION OF
NUMBER AND STREET NAME
CITY PROVINCE/TERRITORY POSTAL CODE

4 Members of the board of directors			
FIRST NAME	LAST NAME	ADDRESS (must be a street address, a P.O. Box is not acceptable)	RESIDENT CANADIAN (Yes/No)
James	Hartt	17346 27A Avenue Surrey, BC, Canada V3S 0E9	Yes
Gray	Hudkins	3120 E. Mission Blvd. Ontario, CA, USA 91781	No

5 Declaration
I hereby certify that I have relevant knowledge and that I am authorized to sign and submit this form.
Gray Hudkins
SIGNATURE GRAY HUDKINS TELEPHONE NUMBER (323) 378-5134
FIRST NAME
Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).



IC 2804 EN (2012/08)

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