

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
517255 B.C. Ltd.		07/04/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Prairie Naturals Health Products Inc.		
Doing Business As:	Prairie Naturals		
Street Address:	56 Fawcett Road		
City:	Coquitlam		
State/Country:	CANADA		
Postal Code:	V3K 6V5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4315201	REFIBRE	
Registration Number:	4315200	REFIGURE	
CORRESPONDENCE DATA			
Fax Number:	6049375577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1-604-917-0129		
Email:	map@btmlawyers.com		
Correspondent Name:	Michael A. Poznanski		
Address Line 1:	#530-130 Brew Street		
Address Line 4:	Port Moody, BC, CANADA V3H 0E3		
ATTORNEY DOCKET NUMBER:	4704-013		
DOMESTIC REPRESENTATIVE			

OP \$65.00 4315201

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

NAME OF SUBMITTER:	Michael A. Poznanski
Signature:	/MPoznanski/
Date:	11/25/2013

Total Attachments: 9

source=2013 11 20 - Sale Agreement#page1.tif
source=2013 11 20 - Sale Agreement#page2.tif
source=2013 11 20 - Sale Agreement#page3.tif
source=2013 11 20 - Sale Agreement#page4.tif
source=2013 11 20 - Sale Agreement#page5.tif
source=2013 11 20 - Sale Agreement#page6.tif
source=2013 11 20 - Sale Agreement#page7.tif
source=2013 11 20 - Sale Agreement#page8.tif
source=2013 11 20 - Sale Agreement#page9.tif

517255 BC Ltd.

11450 – 201A St. Maple Ridge, BC. V2X 0Y4

July 4, 2012

Prairie Naturals
56 Fawcett Road
Coquitlam, BC V3K 6V5, Canada

Re: Asset Sale of Inventory and Intellectual Property

This letter sets out the terms and conditions whereby 517255 BC Ltd. (the "Vendor") shall sell to Prairie Naturals (the "Purchaser") certain property and assets owned by the Vendor on the terms and subject to the conditions provided in this letter agreement (this "Agreement").

For the consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, each of the Purchaser and the Vendor agree as follows:

1. Assets

1.1 The Vendor agrees to sell and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendor on closing (as defined herein) the following property and assets of the Vendor, subject to the exclusions set out in this Agreement:

- (a) all right and interest of the Vendor pursuant to the those marks (4 Ever™, Fruit Blast™, ReFibre™, ReFigure™) registered to 517 and (ReCleanse™) registered to GFR Health Ltd. in Canada (the "Trademarks") set out on Schedule "A" attached hereto;
- (b) the Vendor's inventory set out on Schedule "B" attached hereto (the "Inventory"); and
- (c) the goodwill of the Vendor in respect of its business selling sports supplement products under the Trademarks in Canada;
- (d) soft assets belonging to the "Trademarks" such as: web-sites, domain names, e-mail address' and meda tags;

(all of which are collectively called the "Assets".)

2. PURCHASE PRICE

2.1 The purchase price ("Purchase Price") for the Assets is \$654,811.50 subject to adjustments referred to in para. 7.1(a).

2.2 On Closing, the Purchaser shall pay to the Vendor the Purchase Price as set out in Schedule C.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Vendor represents and warrants to the Purchaser that 517 owns and possesses and has a good marketable title to the Assets except as referred to in this letter.

- 3.2 The Purchaser acknowledges that by letter dated Oct. 31, 2008, 517 agreed that it would license to Rodeo Equities Ltd. the exclusive right to use "4Ever" worldwide with products for animal consumption (the "Rodeo Letter"). The Purchaser agrees on Closing that to the extent 517 has any obligations under the Rodeo Letter with pertain to the Trademarks, the Purchaser will observe and perform such obligations.

4. ACKNOWLEDGEMENTS AND COVENANTS OF PURCHASER

- 4.1 The Purchaser acknowledges and agrees that a Nevada company, 4EF Inc. doing business as 4Ever Fit ("**4EF**"), which is an affiliate of the Vendor, has registered the marks *4 Ever Fit*, *C43* and *Fruit Blast* in United States (the "**US Trademarks**") and that the Vendor specifically reserves any and all statutory and common law rights regarding the use of same in United States and elsewhere in the world including without limitation the right to sell sports supplements under the US Trademarks in the United States and elsewhere in the world.
- 4.2 The Purchaser agrees that it will not now or at any time hereafter challenge the right, title and/or interest of 4EF or any successor of 4EF in and to the US Trademarks.

5. NON-COMPETITION

- 5.1 Effective on and after Closing, the Purchaser covenants and agrees with the Vendor that he shall not, and shall cause his agents, successors or assigns not to, directly or indirectly, in any manner whatsoever including, without limitation, in partnership, jointly or in conjunction with any other individual, partnership, trust, trustee, joint venture or unincorporated entity ("**Person**");
- (a) sell or offer for sale or permit or allow to be sold or offered for sale sports supplements under the Trademarks or under names referred to, in or similar to the Trademarks (herein called "**Covered Products**") in United States or elsewhere in the world, including without limitation, to Persons carrying on wholesale sales or retail sales of Covered Products, from physical locations or electronically (any business so doing herein called the "**Competing Business**") anywhere in the world except for Canada;
 - (b) carry on or be engaged in or concerned with, have an interest in or be an employee, consultant or agent of or to, any Competing Business carrying on business anywhere in the world except for Canada; and
 - (c) have any financial or other interest (including an interest by way of royalty or other compensation arrangement) in, or in respect of, the business of any Person which carries on a Competing Business selling or offering for sale Covered Goods anywhere in the world except for Canada.

If at any time the Vendor determines or is advised that any Person to whom the Purchaser is selling Covered Products is selling or offering for sale Covered Products anywhere in the world except for Canada, the Purchaser will forthwith suspend all sales to such Person.

In the event the Purchaser sells or assigns any part or all of its rights to the Trademarks, he will cause the assignee to enter into a written agreement directly with the Vendor to observe and comply with the non-competition restrictions set forth above and the obligations set out in Section 3.2 and deliver same to the Vendor.

The Purchaser will not be relieved from any obligations hereunder by such assignment.

The Purchaser acknowledges and agrees that the scope of this restriction is reasonable.

The Purchaser agrees, when requested by the Vendor, to execute and deliver a direct covenant in favor of and with any purchaser or assignee of the US Trademarks that it will comply with and observe all of the provisions of set forth above.

- 5.2 Effective on and after Closing, the Vendor covenants and agrees with the Purchaser that it shall not, and shall cause its affiliates, which shall include its directors, officers, shareholders, agents, successors or assigns not to, directly or indirectly, in any manner whatsoever including, without limitation, in partnership, jointly or in conjunction with any other Person:
- (a) carry on or be engaged in or concerned with, have an interest in or be an employee, consultant or agent of a Competing Business anywhere Canada;
 - (b) have any financial or other interest (including an interest by way of royalty or other compensation arrangement) in, or in respect of, the business of any Person which carries on a Competing Business anywhere in Canada; and
 - (c) advise, lend to or guarantee the debts or obligations of any Person which carries on a Competing Business anywhere in Canada.

If the Vendor or 4EF, at any time prior to or following the date of this letter, sells or transfer any rights it or they have to US Trademarks pursuant to which the Vendor has the right to use names or marks similar to those which are referred to, in the Trademarks, the Vendor may cause the assignee to enter into a written agreement directly with the Purchaser to observe and comply with the non-competition restrictions set forth above and deliver same to the Purchaser, at which time the Vendor will be relieved of all obligations in this Section 5.2.

- 5.3 The parties to this Agreement hereby acknowledge that the time, scope, geographic area and other provisions of this Agreement have been specifically negotiated by sophisticated commercial parties with independent legal advice and agree that all such provisions are reasonable under the circumstances of the transactions contemplated by this Agreement and are given as an integral and essential part of the transactions contemplated by this Agreement.
- 5.4 If any of the restrictions contained in this Agreement are determined by any court of competent jurisdiction to be invalid or unenforceable in any particular area or jurisdiction, or to be enforceable in such area or jurisdiction only if modified in duration or scope, the parties hereto agree that:
- (a) this Agreement shall be automatically amended and modified in duration and/or scope, without any further action by any of the parties hereto, so as to provide the maximum duration and/or scope enforceable in accordance with applicable law;

- (b) the reviewing court is authorized and empowered to rewrite any such unenforceable provision in a manner which will result in such restriction being enforceable, and
- (c) the terms and provisions of this Agreement shall remain in full force and effect, as originally written, in all other areas and jurisdictions.

6. CLOSING

6.1 On before September 2012

- (a) the Vendor and Purchaser will inspect the Inventory and the Purchase Price will be adjusted taking into account the quantity of each item of Inventory multiplied by the lesser of the Cost and the Revised Cost in columns 1 and 2 of Schedule B; and

6.2 The purchase and sale of the Assets will be completed September 2012 or at such other time and date agreed upon in writing between the parties (the "Closing").

6.3 At the Closing:

- (a) the Vendor will deliver or cause to be delivered to the Purchaser:
 - (i) possession of the Assets;
 - (ii) Bill of Sale;
 - (iii) all documentation required to transfer the Trademarks;
- (b) The Purchaser will deliver or cause to be delivered to the Vendor:
 - (i) the Purchase Price, payable to the Vendor or at its instruction; and
 - (ii) If the Vendor has entered into an agreement to sell or has sold the US Trademarks, a separate agreement in favor of the buyer thereof in form and substance as set out in Section 5.1.

6.4 The covenants and representations of the parties shall not merge on closing and shall continue in full force and effect.

7. GENERAL

7.1 All dollar amounts referenced within this Agreement are in Canadian Dollars.

7.2 The parties will execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

7.3 This Agreement and attached schedules constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

7.4 This Agreement and its validity, construction and performance shall be governed by and construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein. Any claim or dispute arising in relation or

connection with this Agreement will be determined by the Courts of the Province of British Columbia and no other court.

7.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.6 The Purchaser acknowledges and agrees that he has been advised to obtain independent legal advice before entering into this Agreement and has read and fully understands this Agreement.

If this Agreement is acceptable to you, please signify your acceptance by arranging for the enclosed copy to be signed and returned to us no later than 5:00 p.m. (Pacific Time) on July 5, 2012.

Yours truly,

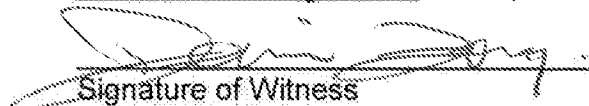
517255 BC Ltd,

By: 
Authorized Signatory

Accepted and agreed this 4th day of July, 2012

SIGNED, SEALED & DELIVERED by,)

ROBERT PIERCE in the presence of:)


Signature of Witness)

Name: DENNIS FANG)

Address: 6690 SPERLING AVE)

BURNABY BC V5E 2V7)

Occupation: ACCOUNTANT)


Prairie Naturals



SCHEDULE "A"

Trademarks
"Intellectual Property"

Canadian Trademarks

Held by

<u>4 Ever</u>	TMA615,249	517255 BC Ltd
Fruit Blast	TMA662,188	517255 BC Ltd
ReCleanse	TMA586,575	GFR Health Ltd.
ReFibre	TMA808,723	517255 BC Ltd
ReFigure	TMA808,724	517255 BC Ltd

US Trademarks

ReCleanse	2,848,519	GFR Health Ltd.
ReFibre	4,315,201	517255 BC Ltd
ReFigure	4,315,200	517255 BC Ltd



Sold by: 4Ever Health Distribution Ltd.
11460 - 201A Street
Maple Ridge, BC V2X 5S1, Canada
604 480 5440

September 01, 2012
Bill to:

Prairie Naturals
55 Fawcett Road
Coquitlam, BC V3K 5V5, Canada
(604) 525-4950

Item Code	Description	Qty	Cost	Extended
FPT.G4E00006-CA	4E-005 Tyrosine 500mg 180 caps	150	Each 8.85	1,297.50
FPT.G4E00009-CA	4E-008 Creatine Monohydrate 500g	378	Each 5.01	1,893.78
FPT.G4E00011-CA	4E-011 100% Whey Mango 908g	331	Each 13.59	4,498.29
FPT.G4E00019	4E-019 FB Isolate Straw/Kiwi 30g Sample Packet	300	Each 1.06	318.00
FPT.G4E00059-CA	4E-059 5-HTP 50mg 90 Caps	139	Each 5.94	825.66
FPT.G4E00061-CA	4E-061 100% Nat FB Iso Trop/Mango (12 Pouch CTN)	40	Each 9.97	399.80
FPT.G4E00063-CA	4E-063 100% Nat FB Iso Straw/Kiwi (12 Pouch CTN)	92	Each 20.28	1,866.76
FPT.G4E00064-CA	4E-064 Melatonin 5mg Sublingual 90 tabs	938	Each 2.10	1,969.80
FPT.G4E00065-CA	4E-065 Melatonin 3mg 90 caps	860	Each 1.95	1,257.00
FPT.G4E00070-CA	4E-070 100% Nat FB Iso Black Raspberry 30g Pouch	1,763	Each 1.06	1,868.78
FPT.G4E00072-CA	4E-072 100% Nat 4Ever Whey Iso Chocolate Shake 30g Pouch	3,336	Each 0.75	2,502.00
FPT.G4E00087-CA	4E-087 Lysine 180 caps	405	Each 4.15	1,693.20
FPT.G4E00089-CA	4E-089 Arginine 180 caps	381	Each 5.57	2,103.17
FPT.G4E00110-CA	4E-110 5-HTP 100mg 180caps	747	Each 13.18	9,845.46
FPT.G4E00280-CA	4E-280 100% Nat FB Iso Straw/Kiwi 908g	8	Each 20.84	166.72
FPT.G4E00282-CA	4E-282 100% Nat FB Iso Black Raspberry 908g	6	Each 48.84	350.72
FPT.G4E00286-CA	4E-286 100% Nat Iso Plain Unsweetened 908g	215	Each 20.90	4,493.50
FPT.G4E00288-CA	4E-288 100% Nat Iso Chocolate Shake 908g	923	Each 18.92	17,463.16
FPT.G4E00299-CA	4E-299 100% Nat Iso Vanilla Shake 908g	510	Each 19.91	10,154.10
FPT.G4E00300-EC	4E-300 EC FB Isolate-Lemon Sweet Tea 908g Empty Container	121	Each 1.70	205.70
FPT.G4E00300-CA	4E-300 FB Iso Lemon Sweet Tea 908g	625	Each 20.58	12,862.50
FPT.G4E00301-CA	4E-301 FB Iso Lemon Sweet Tea 2kg	80	Each 39.74	3,179.20
FPT.G4E00302-CA	4E-302 100% Whey Strawberry Cream 908g	329	Each 14.50	4,770.50
FPT.G4E00306-CA	4E-306 100% Whey Chocolate Milk 908g	262	Each 14.49	3,796.38
FPT.G4E00307-CA	4E-307 100% Whey Chocolate Milk 2.27kg	235	Each 32.45	7,723.10
FPT.G4E00308-CA	4E-308 100% Whey Vanilla Cream 908g	266	Each 14.15	3,763.90
FPT.G4E00309-CA	4E-309 100% Whey Vanilla Cream 2.27kg	266	Each 31.80	8,466.80
FPT.G4E00310-CA	4E-310 100% Nat FB Iso Tropical Mango 908g	70	Each 19.46	1,362.20
FPT.G4E00319-CA	4E-319 100% Whey Cookies & Cream 908g	226	Each 13.28	3,022.84
FPT.G4E00319-CA	4E-319 100% Whey Cookies & Cream 2.27kg	291	Each 32.82	9,550.62
FPT.G4E00375-CA	4E-375 R+ALA 100mg Alpha Lipoid Acid 90 caps	451	Each 5.63	2,539.13
FPT.G4E00411-CA	4E-411 Caffeine 200mg 180 tabs	24	Each 1.42	34.08
FPT.G4E00655-CA	4E-655 Glutamine 500g	542	Each 13.45	8,634.90
FPT.G4E00701-CA	4E-701 Glutamine 1000g	1,072	Each 32.61	36,172.32
FPT.G4E00754-CA	4E-754 Creatine Monohydrate 1900g	799	Each 16.94	13,535.66
FPT.G4E00801-EC	4E-801-EC FB Isolate-Tangerine Orange 908g Empty Container	115	Each 1.70	195.50
FPT.G4E00801-CA	4E-801 FB Iso Tangerine Orange 908g	685	Each 20.82	14,261.70
FPT.G4E00803-EC	4E-803-EC FB Isolate-Cran-Razz 908g Empty Container	62	Each 1.70	86.40
FPT.G4E00803-CA	4E-803 FB Iso Cran-Razz 908g	542	Each 20.56	11,143.62
FPT.G4E00805-EC	4E-805-EC FB Isolate-Black Raspberry 908g Empty Container	51	Each 1.70	66.70
FPT.G4E00805-CA	4E-805 FB Iso Black Raspberry 908g	900	Each 21.45	12,670.00
FPT.G4E00807-CA	4E-807 FB Iso Strawberry Kiwi 908g	290	Each 40.98	11,884.20
FPT.G4E00812-CA	4E-812 FB Iso Black Raspberry - 2kg	93	Each 43.95	4,080.15
FPT.G4E00814-CA	4E-814 FB Iso CranRazz 2kg	58	Each 42.88	2,462.64
FPT.G4E00817-CA	4E-817 FB Iso Strawberry Kiwi 2kg	53	Each 39.84	2,100.92
FPT.G4E00833-CA	4E-833 FB Iso Gainer Tropical Mango 3.6kg	47	Each 22.12	1,039.64
FPT.G4E00838-CA	4E-838 FB Isolate Gainer-Tangy Orange (3.6kg/8LB)-CA	194	Each 24.12	4,676.28
FPT.G4E00840-CA	4E-840 Whey Iso Gainer Vanilla Shake 3.6kg	145	Each 23.95	3,472.75
FPT.G4E00866-EC	4E-866-EC FB Isolate-Tropical Mango 908g Empty Container	53	Each 1.91	101.23
FPT.G4E00866-CA	4E-866 FB Iso Tropical Mango 908g	692	Each 20.82	14,407.44
FPT.G4E00867-CA	4E-867 FB Iso Tropical Mango 2kg	141	Each 43.57	6,143.37
FPT.G4E00897-CA	4E-897 Tribulus +	956	Each 5.28	7,888.30
FPT.G4E00902-CA	4E-902 100% Nat FB Gainer Tropical Mango 3kg	33	Each 18.52	611.16
FPT.G4E00942-CA	4E-942 100% Nat Whey Gainer Chocolate Shake 3kg	38	Each 18.40	585.20
FPT.G4E00946-CA	4E-946 100% Nat Whey Gainer Vanilla Shake 3kg	32	Each 18.55	497.60
FPT.G4E00955-CA	4E-955 AKG2 750mg Arginine Alpha-Ketoglutarate 240 caps	326	Each 13.61	4,436.66
FPT.G4E00066-CU	4E-060 100% Nat FB Isolate Tropical Mango 30g Pouch	1,388	Each 1.06	1,471.28
PRM.AEFSAG	4EFIT Bag	122	Each 2.50	305.00
PRM.TLBLACK	4EFIT LOGO T-Shirt Black Large	7	Each 5.00	35.00
PRM.TSBLACK	4EFIT LOGO T-Shirt Black Small	3	Each 5.00	15.00
PRM.TXLB.LACK	4EFIT Logo T-Shirt Black Xlarge	7	Each 5.00	35.00
PRM.TXLB.LACK	4EFIT Logo T-Shirt Black XX Large	2	Each 5.00	10.00
PRM.TLBLUE	4EFIT Logo T-Shirt Blue Large	1	Each 5.00	5.00
PRM.TMBLUE	4EFIT Logo T-Shirt Blue Medium	3	Each 5.00	15.00
PRM.TSBLUE	4EFIT Logo T-Shirt Blue Small	3	Each 5.00	15.00
PRM.TXLB.LUE	4EFIT Logo T-Shirt Blue X-Large	2	Each 5.00	10.00
PRM.TXXLB.LUE	4EFIT Logo T-Shirt Blue XXX-Large	1	Each 5.00	5.00
PRM.TLWHITE	4EFIT Logo T-Shirt White Large	6	Each 5.00	26.00
PRM.TXLWHITE	4EFIT Logo T-Shirt X-Large	1	Each 5.00	5.00
PRM.TLSPORT	4EFIT Sports Shirt Large	6	Each 5.00	30.00
PRM.TMSPORT	4EFIT Sports Shirt Medium	3	Each 5.00	15.00



Sold by: 4Ever Health Distribution Ltd.
11450 - 201A Street
Maple Ridge, BC V2X 8S1, Canada
604 460 8440

September 01, 2012
Bill to: Prairie Naturals
56 Fawcett Road
Coquitlam, BC V3K 8V6, Canada
(604) 525-4850

Item Code	Description	Qty	Cost	Extended
PRM.TSSPORT	4EFIT Sports Shirt Small	2 Each	5.00	10.00
PRM.TXLSPORT	4EFIT Sports Shirt X-Large	7 Each	5.00	35.00
FPT.IT00970	IT-970 Ion Energy Bracelet, Small, Clear	708 Each	1.71	1,309.88
FPT.IT00971	IT-971 Ion Energy Bracelet, Medium, Blue	511 Each	1.71	873.81
FPT.IT00972	IT-972 Ion Energy Bracelet, Medium, Red	527 Each	1.71	901.17
FPT.IT00973	IT-973 Ion Energy Bracelet, Large, Blue	484 Each	1.71	827.64
FPT.IT00974	IT-974 Ion Energy Bracelet, Large, Red	78 Each	1.71	129.96
FPT.IT00975	IT-975 Ion Energy Bracelet, SS Clear	326 Each	3.50	1,141.00
PRM.TMBLACK	T-Shirt Medium/Black	6 Each	5.00	30.00
PRM.850205	ReCleanse Booklet English	23,889 Each	0.16	3,790.24
PRM.850207	ReCleanse Booklet French	10,084 Each	0.14	1,411.76
PRM.850003	ReCleanse Brochure French	3,300 Each	0.05	165.00
CTN.GF00300-1	ReCleanse Carton-Herbal Cleanse Whole Body *Bonus	1,563 Each	0.39	609.67
CTN.0464200300	ReCleanse Carton-Herbal Cleanse Whole Body Detox	1,768 Each	0.29	513.01
PRM.850184	ReCleanse Food Chart-Herbal Cleanse Whole Body Detox	3,548 Each	0.18	638.26
FPT.GF00300	ReCleanse Herbal Cleanse-Whole Body Detox System	8,478 Each	4.09	34,675.02
LBL.0464202040	ReCleanse Label-ReCleanse ReFibre Tablets 30	2,310 Each	0.23	531.30
LBL.0464202041	ReCleanse Label-ReFibre powder 300g	1,519 Each	0.35	531.65
LBL.GF02041-P	ReCleanse Pouch-ReFibre Powder 6g	3,480 Each	0.04	138.00
LBL.GF02040-P	ReCleanse Pouch-ReFibre Tablets 2	1,209 Each	0.03	36.15
LBL.0464202144	ReCleanse Pouch-ReFigure Smoothie Lemon 41g	1,000 Each	0.10	100.00
FPT.GF02041	ReCleanse ReFibre Powder (200g)	9 Each	7.00	63.00
FPT.GF02041-P	ReCleanse ReFibre Powder Pouch 6g	5,050 Each	0.30	1,515.00
FPT.GF02040-P	ReCleanse ReFibre Tablets pouch 2	4,894 Each	-0.26	1,298.44
FPT.GF02142	ReCleanse ReFigure -Smoothie Lemon (574g)	78 Each	10.16	792.48
FPT.GF02144	ReCleanse ReFigure Smoothie Lemon Pouch 41g	3,063 Each	0.55	1,684.65
FPT.G4E50003	RECLEANSE / 4EVERFIT DISTRIBUTION RIGHTS			200,000.00
	4E-60003 Tall Magic Ball Shaker	8,273	1.98	16,463.27
	Labels Invoice GFR Pharma 20121565	1	12,516.40	12,516.40

Subtotal 571,782.33

NST 56,813.87
TOTAL \$ 628,596.20

Supplementary invoice GFR Pharma Invoice 20130807 - T-Shirts - Dated 04-10-2013

Subtotal 13,881.65
GST 684.08 14,565.73

TOTAL

654,971.97

Paid as follows

11-Sep	150,000.00
21-Sep	59,013.30
12-Oct	55,868.63
Note Payable - Adjustment for T-Shirts 04-10-2013	14,575.77
Note Payable - Opening Balance	375,614.47
	<u>654,971.97</u>

SCHEDULE "C"

Opening Principal \$ 378,414.47
 Note Date 15-Jul
 Annual Interest Rate 5.25%

15-Jul	# Days	Opening Principal	Interest	Payment	Ending Principal Balance	
11/9/2012	117	378,414.47	6368.25	(50,000.00)	\$ 334,782.72	
12/17/2012	38	334,782.72	1829.84	(30,000.00)	\$ 306,612.56	
2/4/2013	49	306,612.56	2160.89	(30,000.00)	\$ 278,773.55	
2/25/2013	21	278,773.55	842.05	(30,000.00)	\$ 249,615.60	
3/19/2013	22	249,615.60	789.88	(30,000.00)	\$ 220,405.48	
4/1/2013	13	220,405.48	412.13	(30,000.00)	\$ 190,817.61	
4/19/2013	18	190,817.61	494.03	14,575.77	\$ 205,887.41	T-Shirts GFR Inv #20130607
5/27/2013	38	205,887.41	1125.33	(30,000.00)	\$ 177,012.74	
6/17/2013	21	177,012.74	534.68	(30,000.00)	\$ 147,547.42	
6/30/2013	13	147,547.42	275.89		\$ 147,823.31	
7/31/2013	31	147,823.31	659.13		\$ 148,482.44	
8/19/2013	19	148,482.44	405.78	(30,000.00)	\$ 118,888.22	
8/31/2013	12	118,888.22	205.2		\$ 119,093.42	
9/30/2013	30	119,093.42	513.9	(30,000.00)	\$ 89,607.32	
10/31/2013	31	89,607.32	399.55	(30,000.00)	\$ 60,006.87	
11/30/2013	30	60,006.87	258.93	(30,000.00)	\$ 30,265.80	
12/31/2013	31	30,265.80	134.95	(30,400.75)	\$	
			17,410.51	(395,824.98)		