

EXHIBIT F

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AGREEMENT

The present agreement dated this 14th day of May, 2009 (hereinafter referred to as the "Agreement") has been established between:

Aurel Astilean, an individual domiciled at 323 Georgica Rd., East Hampton NY 11937 USA (hereinafter referred to as "Alex"),

and

Dan Bostan, an individual domiciled at 147 Allancroft Road, Beaconsfield, QC H9W 2P6, Canada (hereinafter referred to as "Dan")

SUMMARY OF FACTS

Alex and Dan hereby confirm the following facts:

1. During the year 2007 and beginning of year 2008, Alex invited Dan to see a non-motorized fitness treadmill, which Alex made ~~the~~ out to design a better one than the one he had designed. The treadmill allowed the runner to a) adjust the running speed on the treadmill, and b) adjust the treadmill according to each runner's weight.

2. Dan accepted Alex' invitation and on March 29, 2008 Dan went to Alex' house to see his treadmill. Alex and Dan discussed and tested the treadmill and Alex explained why he needed a better incline control device.

3. That afternoon of March 29, 2008, Dan told Alex that instead of a better incline control device he imagined a completely new treadmill design which would allow a natural variation of the running speed on the treadmill without any exterior adjustment being necessary (hereinafter referred to as the "New Design"). Essentially, the New Design has a concave running surface that offers intrinsic variable incline angles for various running speed regimes. The New Design also allows people of various weights to run on this treadmill without any adjustment being necessary.

4. Alex and Dan discussed and agreed to a certain cooperation in which Dan would participate with his New Design and Alex would patent the New Design, produce the experimental models and the prototype, and promote and market the new treadmill created based on the New Design.

In those conditions, Alex would have paid Dan a certain percentage of the revenue resulted from the sale of the license of the New Design or of the treadmills that Alex may produce based on the New Design. Alex and Dan handwrote a brief note of their verbal agreement on March 30, 2008, then modified to Alex' birthday of April 1, 2008 (hereinafter referred to as the Brief Agreement).

Three other people were present during Alex' and Dan's discussions and witnessed their verbal agreement and signature of the Brief Agreement, respectively: Viorela Astilean (Alex' wife), Manuela Bostan (Dan's wife) and Mihai Radu Mihaescu (Dan's brother-in-law).

5. Since Alex was still not convinced that the New Design would work, Dan decided to build an experimental model to prove its functionality. After building the first experimental model Dan sent some pictures and a video clip to Alex, but Alex was still not convinced. Then Dan built a second model and sent another video recording of his running on the new treadmill model. Alex remained skeptical and as a result Dan continued to build other successive models until August 2008 when Alex came to Dan's house in Montreal and tested himself the model #6, which built with a Woodway belt brought by Alex, and which he considered fully satisfactory.

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6. Alex took that model #6 with him at home in the United States, went to a patent lawyer and presented him the idea of the New Design, and in October 2008 Alex had a Provisional Patent Application for the New Design under his name.

7. Alex started to promote the New Design and had Dan's model #6 covered with an original exterior design and featured it in a Discovery Channel program and a YouTube video presentation.

8. In December 2008, Alex approached a treadmill firm, Woodway, showed them the film with the running tests that he and his wife have done on model #6, gave them Dan's designed running curve as well as his exterior design of this model as shown in the Discovery Channel program. He further sent to Woodway a refined design for the prototype and arranged with them to produce two such prototypes and display at the IHRSA Fitness Equipment Show in San Francisco in March 2009.

9. Alex told Dan about the success of the New Design treadmill at the IHRSA show and suggested that they conclude on their actual participation in the design, realization and promotion of the new treadmill based on the New Design, and prepare and sign an official Agreement.

10. After the success of the New Design treadmill at the IHRSA show, sometimes at the beginning of April 2009, Woodway informed Alex of a similar curved running surface treadmill that was invented by a person named John W. Cutter in 1972.

11. Nevertheless, Dan's New Design and Alex' original exterior design were presented by Alex to a) the public through the Discovery Channel program filmed in Alex' house on December 30, 2008, and b) to Woodway and c) to the entire fitness industry worldwide through the fitness shows in San Francisco in March 2009 and in Germany in April 2009. In each of these occasions, the New Design demonstrated its multifaceted advantages as the prototype for the new generation of green treadmills and has been received as a breakthrough fitness novelty by the public and the equipment manufacturers.

12. Consequently, Alex and Dan decided to sign contracts with fitness equipment manufacturers for their production and distribution of treadmills realized based on the New Design, thus benefiting for their incontestable merit as innovators and catalysts for the implementation of the new generation of green treadmills.

STATEMENT OF AGREEMENT

As a result, Alex and Dan hereby agreed as follows:

1. Upon acceptance and signature of the present Agreement by Alex and Dan, Dan will disclose to Alex the construction details of Dan's model #8 (on which Dan runs as shown in the video clip called True Running.mov that Dan emailed to Alex on October 4, 2008), which uses a regular belt (as opposed to model #6 which uses the Woodway belt). The technical solutions incorporated in this model #8 will become integral part of the New Design for all purposes of the present Agreement.
2. Alex and Dan will promote and market the New Design in such a way to obtain the most beneficial rewards, both financial and honorary, for their role as innovators and catalysts for the implementation of the new generation of green treadmills.
3. Alex and Dan will both sign each and every contract involving the New Design with any third party (hereinafter referred to as the "Contract"), such as to sell the use of the New Design to one or more third parties, or to have the New Design produced and/or marketed and/or distributed by one or more third parties, or any other agreement involving the New Design with one or more third parties (hereinafter referred to as "Third Party"). Dan hereby acknowledges that he will not communicate directly with any Third Party with which Alex is in current negotiation, unless Alex agrees otherwise, and will communicate any comments he may have regarding the contract only to Alex, so they can

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- come to a mutually agreed final contract. Meanwhile, Dan is also allowed to promote and negotiate new contracts with Third Party with which Alex does not have current negotiations.
4. Each Contract signed with a Third Party will stipulate that the Third Party will make each and every payment, or any other financial rewards due to Alex and Dan, including but not limited to the initial down payment and the due "royalty" payments, in the following proportions and manner:
 - a) For any contract signed with Woodway or any other production series arranged by Alex on his own or with other firms:
 - ninety percent (90%) of the due gross proceeds before any expenses incurred by Alex (hereinafter referred to as the "Gross Proceeds") will be paid to Alex directly, and
 - ten percent (10%) of the Gross Proceeds will be paid to Dan directly.
 - b) For any contract signed with any Third Party other than Woodway:
 - seventy-five percent (75%) of the Gross Proceeds will be paid to Alex directly, and
 - twenty-five percent (25%) of the Gross Proceeds will be paid to Dan directly.
 - c) For any contract without "royalty" payments signed with any Third Party other than Woodway, and for any contract finalized by Dan:
 - fifty percent (50%) of the Gross Proceeds will be paid to Alex directly, and
 - fifty percent (50%) of the Gross Proceeds will be paid to Dan directly.
 5. In case of the death or incapacity to sign a Contract by either Alex or Dan, Alex and Dan hereby assign the following assignees to sign the Contract on their behalf:

Alex assigns his wife Violeta Astilean as Alex' Assignee.
 Dan assigns his wife Manuela Bostan as Dan's Assignee.

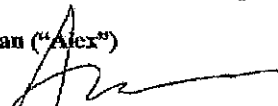
In case neither Alex nor Alex' Assignee will be able to sign a Contract, then Dan will have the right to sign the Contract alone and will give Alex's share of the proceeds from that Contract, calculated as indicated at point 4 above, to Alex' beneficiary, as Alex will indicate in his Will.


In case neither Dan nor Dan's Assignee are able to sign a Contract, then Alex will have the right to sign the Contract alone and will give Dan's share of the proceeds from that Contract, calculated as indicated at point 4 above, to Dan's beneficiary as Dan will indicate in his Will.

The present Agreement represents the only agreement between Alex and Dan at present time, and supersedes and makes null and void the Brief Agreement of March 30, 2008 (or April 1, 2008) and any other prior verbal or written discussion, promise or agreement regarding the New Design between Alex and Dan.

The present Agreement can only be modified in writing by Alex and Dan or, in case of their incapacity, by their afore-mentioned Assignees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their names. This Agreement has been prepared in two originals, one for each party, and has been signed by Alex in East Hampton, USA and by Dan in Beaconsfield, Canada, each one of them in front of two witnesses as indicated beside their respective signatures.

Aurel Astilean ("Alex")
 Signature 
 Date Alex Astilean

1st Witness to Alex' signature
 Signature 
 Print Name Violeta Astilean

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Signature

Print Name

Dan Bostan ("Dan")

1st Witness to Dan's signature

Signature

Date ... May 16, 2009

Signature

Print Name MAXVERA BOSTAN

2nd Witness to Dan's signature

Signature

Print Name MIHAI - RADU - MITAESCU

J.A. A.A.

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