

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CUSTOM BRANDED NETWORKS, INC.

(Exact name of Registrant as specified in its charter)

NEVADA  
(State or other jurisdiction of  
incorporation or organization)

91-1975651  
(IRS Employer  
Identification No.)

821 E. 29TH  
NORTH VANCOUVER, B.C. V7K 1B6  
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES, INCLUDING ZIP CODE)

2005 COMPENSATION PLAN FOR OUTSIDE CONSULTANTS  
(Full title of the plan)

GARY R. HENRIE  
10616 EAGLE NEST STREET  
LAS VEGAS, NEVADA 89141  
(Name and address of agent for service)

(702) 616-3093  
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>  
<CAPTION>

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
<S> ..001 par value	<C> 20,000,000	<C> \$ 0.011(1)	<C> \$ 2,200,000.00	<C> \$ 258.94
Totals	20,000,000		\$ 2,200,000.00	\$ 258.94

</TABLE>

(1) This calculation is made solely for the purposes of determining the registration fee pursuant to the provisions of Rule 457(c) under the Securities Act of 1933, as amended, and is calculated on the basis of the last sale of the common stock reported on the OTC Bulletin Board as of March 9, 2005, a date within five business days prior to the filing of this registration statement.

PROSPECTUS

CUSTOM BRANDED NETWORKS, INC.

20,000,000 Shares of Common Stock

This prospectus relates to the offer and sale by Custom Branded Networks, Inc., Inc., a Nevada corporation ("Company"), of shares of its \$.001 par value per share common stock to outside consultants (the "Consultants") pursuant to the 2005 Compensation Plan for Outside Consultants (the "Stock Plan") that has been approved by the board of directors of the Company. Pursuant to the Stock Plan, in payment for services rendered, the Company is registering hereunder and then issuing, upon receipt of adequate consideration therefore, to the consultants covered by the Stock Plan, up to 20,000,000 shares of common stock.

The common stock is not subject to any restriction on transferability, except with respect to resale restrictions applicable to shares of our common stock that are delivered to Consultants that are deemed to be our affiliates. Recipients of shares other than persons who are "affiliates" of Company within the meaning of the Securities Act of 1933 (the "Act") may sell all or part of the shares in any way permitted by law, including sales in the over-the-counter market at prices prevailing at the time of such sale. An affiliate is summarily, any director, executive officer or controlling shareholder of the Company or any one of its subsidiaries. An "affiliate" of Company is subject to Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). If a Consultant who is not now an "affiliate" becomes an "affiliate" in the future,

he/she would then be subject to Section 16(b) of the Exchange Act. The common stock is traded on the OTC Bulletin Board under the symbol "CBNK."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is March 10, 2005

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This prospectus is part of a registration statement which was filed and became effective under the Securities Act of 1933, as amended (the "Securities Act"), and does not contain all of the information set forth in the registration statement, certain portions of which have been omitted pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act. The statements in this prospectus as to the contents of any contracts or other documents filed as an exhibit to either the registration statement or other filings by the Company with the Commission are qualified in their entirety by the reference thereto.

A copy of any document or part thereof incorporated by reference in this prospectus but not delivered herewith will be furnished without charge upon written or oral request. Requests should be addressed to: Paul G. Carter, chief executive officer, 821 E. 29th, North Vancouver, B.C. V7K 1B6. The Company's telephone number is 604-904-6946.

Company is subject to the reporting requirements of the Exchange Act and in accordance therewith files reports and other information with the Commission. These reports, as well as the proxy statements, information statements and other information filed by the Company under the Exchange Act may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W. Washington D.C. 20549.

No person has been authorized to give any information or to make any representation, other than those contained in this prospectus, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Company. This prospectus does not constitute an offer or a solicitation by anyone in any state in which such is not authorized or in which the person making such is not qualified or to any person to whom it is unlawful to make an offer or solicitation.

Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has not been a change in the affairs of the Company since the date hereof.

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#### PART 1 INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

ITEM 1. STOCK PLAN INFORMATION.

#### THE COMPANY

The Company has its principal executive offices at 821 E. 29th, North Vancouver, B.C. V7K 1B6. The Company's telephone number is 604-904-6946.

#### PURPOSE

The Company will issue common stock to certain consultants pursuant to consulting agreements entered into between these consultants and the Company, and pursuant to the Stock Plan, which have been approved by the Board of Directors of the Company. The agreements and the Stock Plan are intended to provide a method whereby the Company may be stimulated by the personal involvement of the Consultants in our future prosperity, thereby advancing the interests of the Company, and all of our shareholders. A copy of the Stock Plan has been filed as an exhibit to this registration statement.

#### COMMON STOCK

The Board has authorized the issuance of up to 20,000,000 shares of the common stock to the persons covered by the Stock Plan upon effectiveness of this registration statement.

#### THE CONSULTANTS

The Company relies on a variety of outside or independent consultants for a variety of services from time to time. In exchange for consulting services that benefit us, we anticipate entering into agreements whereby our Consultants agree to provide their expertise and advice to the Company for the purposes set forth in their consulting agreements and we intend to compensate them for their services under the terms of the Stock Plan by delivering shares of our common stock to them in lieu of cash compensation.

#### NO RESTRICTIONS ON TRANSFER

The Consultants will become the record and beneficial owners of the shares of common stock upon issuance and delivery and are entitled to all of the rights of ownership, including the right to vote any shares awarded and to receive ordinary cash dividends on the common stock.

#### TAX TREATMENT TO THE CONSULTANTS

The common stock is not qualified under Section 401(a) of the Internal Revenue Code. The Consultants, therefore, will be required for federal income tax purposes to recognize compensation

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during the taxable year of issuance unless the shares are subject to a substantial risk of forfeiture. Accordingly, absent a specific contractual provision to the contrary, the Consultants will receive compensation taxable at ordinary rates equal to the fair market value of the shares on the date of receipt since there will be no substantial risk of forfeiture or other restrictions on transfer. The Consultants are urged to consult each of their tax advisors on this matter. Further, if any recipient is an "affiliate," Section 16(b) of the Exchange Act is applicable and will affect the issue of taxation.

#### TAX TREATMENT TO THE COMPANY

The amount of income recognized by any recipient hereunder in accordance with the foregoing discussion will be a tax deductible expense by the Company for federal income tax purposes in the taxable year of the Company during which the recipient recognizes income.

#### RESTRICTIONS ON REALES

In the event that an affiliate of the Company acquires shares of common stock hereunder, the affiliate will be subject to Section 16(b) of the Exchange Act. Further, in the event that any affiliate acquiring shares hereunder has sold or sells any shares of common stock in the six months preceding or following the receipt of shares hereunder, any so called "profit," as computed under Section 16(b) of the Exchange Act, would be required to be disgorged from the recipient to the Company. Services rendered have been recognized as valid consideration for the "purchase" of shares in connection with the "profit" computation under Section 16(b) of the Exchange Act. The Company has agreed that for the purpose of any "profit" computation under Section 16(b) of the Exchange Act, the price paid for the common stock issued to affiliates is equal to the value of services rendered. Shares of common stock acquired hereunder by persons other than affiliates are not subject to Section 16(b) of the Exchange Act.

#### ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

Not Applicable.

PART II  
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange Commission (the "Commission") by International Food Products Group, Inc., a Nevada corporation, are incorporated herein by reference:

(a) The Company's latest Annual Report on Form 10-KSB for the year ended June 30, 2004, filed with the Securities and Exchange Commission; as well as the Company's quarterly reports

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filed on Form 10-QSB for the three month periods ended September 30, 2004 and December 31, 2004;

(b) The reports of the Company filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since the fiscal year ended June 30, 2004;

(c) All other documents filed by the Company after the date of this Registration Statement pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Gary R. Henrie, Esq., of the law office of Gary R. Henrie, Attorney at Law, has provided legal services and advice to the Company in connection with a variety

of corporate and securities matters, including the registrant's compliance with the periodic reporting requirements of the Securities Exchange Act of 1934, and advice on a variety of matters. His entire relationship with us has been as legal counsel, and there are no arrangements or understandings which would in any way cause him to be deemed an affiliate of the Company.

ITEM 6. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS; INSURANCE.

Section 78.7502 of the Nevada Revised Statutes provides:

Discretionary and mandatory indemnification of officers, directors, employees and agents: General provisions.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed

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to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture

trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

The foregoing indemnification provisions are broad enough to encompass certain liabilities of directors and officers of Company under the Securities and Exchange Act of 1933.

IN SO FAR AS INDEMNIFICATION FOR LIABILITIES OCCURRING PURSUANT TO THE PROVISIONS OF THE SECURITIES ACT OF 1933 MAY BE PERMITTED AS TO DIRECTORS, OFFICERS, OR PERSONS CONTROLLING THE COMPANY PURSUANT TO THE FOREGOING PROVISIONS, THE COMPANY HAS BEEN INFORMED THAT IN THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION, SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THAT ACT AND, THEREFORE, IS UNENFORCEABLE.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

(a) The following exhibits are filed as part of this registration statement pursuant to Item 601 of the Regulation S-K and are specifically incorporated herein by this reference:

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Exhibit No.	Title
5.1	Legal opinion of Gary R. Henrie, Esq.
10.1	2005 Compensation Plan for Outside Consultants
23.1	Consent of Gary R. Henrie, Esq. (Exhibit 5.1)
23.2	Consent of Morgan & Company, Independent Chartered Accountants

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to:

(i) include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the registration statement;

(iii) include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is incorporated by reference from periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability pursuant to the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities offered at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver,

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or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of registrant pursuant to the foregoing provisions, or otherwise, registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by registrant of expenses incurred or paid by a director, officer or controlling person of registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of registrant's annual report pursuant to Section 13(a) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned thereunto duly authorized in North Vancouver, B.C. on this 3rd day of March, 2005.

CUSTOM BRANDED NETWORKS, INC.  
(Registrant)

/s/ Paul G. Carter

\_\_\_\_\_  
Paul G. Carter  
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURES	TITLE	DATE
<hr/>		
/s/ Paul G. Carter	Principal Executive Officer	March 3, 2005
_____ Paul G. Carter	Principal Financial Officer	
	Principal Accounting Officer	
	Director	

INDEX TO EXHIBITS

Exhibit No.	Title
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- 23.1 Consent of Gary R. Henrie, Esq. (Exhibit 5.1)
- 23.2 Consent of Morgan & Company, Independent Chartered Accountants

Gary R. Henrie Attorney at Law

1688 E. 1460 N.  
Logan, Utah 84341

Telephone: (702) 616-3093  
Facsimile: (435) 753-1775  
E-mail: grhlaw@comcast.net

March 10, 2005

Board of Directors  
Custom Branded Networks, Inc.  
821 E. 29th  
North Vancouver, B.C. V7K 1B6

Re: 20,000,000 Shares Common Stock \$.001 Par Value  
Form S-8 Registration Statement

Ladies and Gentlemen:

As special securities counsel for Custom Branded Networks, Inc., a Nevada corporation (the "Company"), you have requested my opinion in connection with the preparation and filing with the United States Securities and Exchange Commission of a Registration Statement on Form S-8 (the "Registration Statement") registering 20,000,000 shares of the Company's common stock, \$.001 par value per share, for issuance pursuant to that certain 2005 Compensation Plan for Outside Consultants (the "Plan"), which was made effective on March 1, 2005 and which is attached to the Registration Statement as an exhibit. The contents of the Registration Statement, with exhibits thereto, are hereby incorporated by reference.

I have examined such records and documents and made such examination of law as I have deemed relevant in connection with this opinion. Based on the foregoing, and subject to the caveat identified below, I am of the opinion that the 20,000,000 shares covered by said Registration Statement, when issued in accordance with the terms of the Plan and the Prospectus forming a part of the Registration Statement, will be legally issued, fully-paid and non-assessable. Moreover, my opinion is limited to the due issuance of such shares covered by the Registration Statement and the Plan that are issued for services deemed to be permissible pursuant to SEC Release No. 33-7647 (February 25, 1999).

I hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement. The undersigned does further disclose that the Company and the undersigned, may subsequently agree that the undersigned shall receive shares of the Company's Common Stock issuable under the Plan as compensation for services described in a certain written agreement entered into by and between the Company and the undersigned.

Sincerely,

/s/ Gary R. Henrie  
Gary R. Henrie



## 2005 COMPENSATION PLAN FOR OUTSIDE CONSULTANTS

### 1. PURPOSE OF PLAN

1.1 This 2005 Compensation Plan for Outside Consultants (the "Plan") of Custom Branded Networks, Inc., a Nevada corporation (the "Company") for persons that render outside consulting services to the Company, is intended to advance the best interests of the Company by providing outside consultants with compensation for bona fide consulting services rendered to the Company.

### 2. DEFINITIONS

2.1 For Plan purposes, except where the context might clearly indicate otherwise, the following terms shall have the meanings set forth below:

"Board" shall mean the Board of Directors of the Company.

"Committee" shall mean the Compensation Committee, or such other committee appointed by the Board, which shall be designated by the Board to administer the Plan, or the Board if no committees have been established. If no committees have been established the Board will designate one member of the Board as the Plan Administrator. The Committee shall be composed of three or more persons as from time to time are appointed to serve by the Board. Each member of the Committee, while serving as such, shall be a disinterested person with the meaning of Rule 16b-3 promulgated under the Securities Exchange Act of 1934.

"Common Shares" shall mean the Company's Common Shares, \$.001 par value per share, or, in the event that the outstanding Common Shares are hereafter changed into or exchanged for different shares of securities of the Company, such other shares or securities.

"Company" shall mean Custom Branded Networks, Inc., a Nevada corporation.

"Common Stock" shall mean shares of common stock which are issued by the Company pursuant to Section 5, below.

"Common Stockholder" means the consultant to the Company to whom shares of Common Stock are issued pursuant to this Plan.

"Common Stock Agreement" means an agreement executed by a Common Stockholder and the Company as contemplated by Section 5, below, which imposes on the shares of Common Stock held by the Common Stockholder such restrictions as the Board or Committee deem appropriate.

### 3. ADMINISTRATION OF THE PLAN

3.1 The Committee shall administer the Plan and accordingly, it shall have full power to grant Common Stock issuances, construe and interpret the Plan, establish rules and regulations and perform all other acts, including the delegation of administrative responsibilities, it believes reasonable and proper.

3.2 The determination of those eligible to receive Common Stock, and the amount, type and timing of each grant and the terms and conditions of the Common Stock agreements shall rest in the sole discretion of the Committee, subject to the provisions of the Plan.

3.3 The Board, or the Committee, may correct any defect, supply any omission or reconcile any inconsistency in the Plan, or in any Common Stock agreement, in the manner and to the extent it shall deem necessary to carry it into effect.

3.4 Any decision made, or action taken, by the Committee or the Board arising out of or in connection with the interpretation and administration of the Plan shall be final and conclusive.

3.5 Meetings of the Committee shall be held at such times and places as shall be determined by the Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business, and the vote of a majority of those members present at any meeting shall decide any question brought before that meeting. In addition, the Committee may take any action otherwise proper under the Plan by the affirmative vote, taken without a meeting, of a majority of its members.

3.6 No member of the Committee shall be liable for any act or omission of any other member of the Committee or for any act or omission on his own part, including, but not limited to, the exercise of any power or discretion given to him under the Plan, except those resulting from his own gross negligence or willful misconduct.

3.7 The Company, through its management, shall supply full and timely information to the Committee on all matters relating to the eligibility of persons to receive Common Stock under the Plan ("Plan Participants"), their duties and performance, and current information on any Plan Participant's

termination of association with the Company, and such other pertinent information as the Committee may require. The Company shall furnish the Committee with such clerical and other assistance as is necessary in the performance of its duties hereunder.

#### 4. SHARES SUBJECT TO THE PLAN

4.1 The total number of shares of the Company available for grants of Common Stock under the Plan shall be 20,000,000 Common Shares, subject to adjustment in accordance with Article 7 of the Plan, which shares may be either authorized but unissued or re-acquired Common Shares of the Company.

#### 5. AWARD OF COMMON STOCK

5.1 The Board or Committee from time to time, in its absolute discretion, may award Common Stock to outside consultants of the Company. All such recipients of Common Shares shall be collectively referred to throughout this Plan as Plan Participants. The Board or Committee, as the case maybe, is specifically authorized to grant the issuance of Common Stock under this Plan, as compensation that would otherwise be payable to the Plan Participants in exchange for their services to the Company.

5.2 Common Stock shall be issued only pursuant to a Common Stock Agreement, which shall be executed by the Common Stockholder and the Company and which shall contain such terms and conditions as the Board or Committee shall determine consistent with this Plan, including such restrictions on transfer as are imposed by the Common Stock Agreement.

5.3 Upon delivery of the shares of Common Stock to the Common Stockholder, below, the Common Stockholder shall have, unless otherwise provided by the Board or Committee, all the rights of a stockholder with respect to said shares, subject to the restrictions in the Common Stock Agreement, including the right to receive all dividends and other distributions paid or made with respect to the Common Stock.

5.4 All shares of Common Stock issued under this Plan (including any shares of Common Stock and other securities issued with respect to the shares of Common Stock as a result of stock dividends, stock splits or similar changes in the capital structure of the Company) shall be subject to such restrictions as the Board or Committee shall provide, which restrictions may include, without limitation, restrictions concerning voting rights, transferability of the Common Stock; provided that the Board or Committee may, on such terms and conditions as it may determine to be appropriate, remove any or all of such restrictions. Common Stock may not be sold or encumbered until all applicable restrictions have terminated or expire. The restrictions, if any, imposed by the Board or Committee of the Board under this Section 5 need not be identical for all Common Stock and the imposition of any restrictions with respect to any Common Stock shall not require the imposition of the same or any other restrictions with respect to any other Common Stock.

#### 6. ADJUSTMENTS OR CHANGES IN CAPITALIZATION

6.1 In the event that the outstanding Common Shares of the Company are hereafter changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of merger, consolidation, other reorganization, recapitalization, reclassification, combination of shares, stock split-up or stock dividend, prompt, proportionate, equitable, lawful and adequate adjustment shall be made of the aggregate number and kind of shares subject to all Common Stock Agreements which may be granted under the Plan, such that the Plan Participants shall have the right to

receive such Common Shares as may be issued in exchange for the Common Shares had such merger, consolidation, other reorganization, recapitalization, reclassification, combination of shares, stock split-up or stock dividend not taken place;

6.2 The foregoing adjustments and the manner of application of the foregoing provisions shall be determined solely by the Committee, whose determination as to what adjustments shall be made and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued under the Plan on account of any such adjustments.

#### 7. AMENDMENT AND TERMINATION OF PLAN

7.1 The Board may at any time, and from time to time, suspend or terminate the Plan in whole or in part or amend it from time to time in such respects as the Board may deem appropriate and in the best interest of the Company.

7.2 No amendment, suspension or termination of this Plan shall, without the Plan Participant's consent, alter or impair any of the rights or obligations under any Common Stock Agreement theretofore granted to him under the Plan.

7.3 The Board may amend the Plan, subject to the limitations cited above,

in such manner as it deems necessary to permit the granting of Stock Options meeting the requirements of future amendments or issued regulations, if any, to the Code.

#### 8. GOVERNMENT AND OTHER REGULATIONS

8.1 The obligation of the Company to issue, transfer and deliver Common Shares received under the Plan shall be subject to all applicable laws, regulations, rules, orders and approvals which shall then be in effect and required by the relevant stock exchanges on which the Common Shares are traded and by government entities as set forth below or as the Committee in its sole discretion shall deem necessary or advisable. Specifically, in connection with the Securities Act of 1933, as amended, the receipt of any Common Shares under the Plan by Plan Participants shall be governed by the rules and regulations promulgated under the Securities Act of 1933, as amended, as to the permitted uses of Form S-8 and the issuance of securities registered on such Form S-8. Any determination in this connection by the Committee shall be final, binding and conclusive. The Company may, but shall in no event be obligated to, take any other affirmative action in order to cause the issuance of Common Shares pursuant thereto to comply with any law or regulation of any government authority.

#### 9. MISCELLANEOUS PROVISIONS

9.1 No person shall have any claim or right to be granted Common Stock under the Plan, and the grant of Common Stock under the Plan shall not be construed as giving a Common Stockholder the right to be retained by the Company. Furthermore, the Company expressly reserves the right at any time to terminate its relationship with an Plan Participant with or without cause, free from any liability, or any claim under the

Plan, except as provided herein, in any agreement between the Company and the Plan Participant.

9.2 Any expenses of administering this Plan shall be borne by the Company.

9.3 The place of administration of the Plan shall be in the City of Newport Beach, California, but the validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the State of Nevada.

9.4 Without amending the Plan, grants may be made to persons who are foreign nationals or employed outside the United States, or both, on such terms and conditions, consistent with the Plan's purpose, different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to create equitable opportunities given differences in tax laws in other countries.

9.5 In addition to such other rights of indemnification as they may have as members of the Board or the Committee, the members of the Committee shall be indemnified by the Company against all costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they or any of them may be party by reason of any action taken or failure to act under or in connection with the Plan or any Common Stock Agreement granted thereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except a judgment based upon a finding of bad faith; provided that upon the institution of any such action, suit or proceeding a Committee member shall, in writing, give the Company notice thereof and an opportunity, at its own expense, to handle and defend the same, with counsel acceptable to the Plan Participant, before such Committee member undertakes to handle and defend it on his own behalf.

9.6 Notwithstanding anything to the contrary in the Plan, if the Committee finds by a majority vote, after full consideration of the facts presented on behalf of both the Company and the Plan Participant, that the Plan Participant has been engaged in fraud, embezzlement, theft, insider trading in the Company's stock, commission of a felony or proven dishonesty in the course of his association with the Company or any subsidiary corporation which damaged the Company or any subsidiary corporation, or for disclosing trade secrets of the Company or any subsidiary corporation, the Plan Participant shall forfeit all Common Shares that remain in the beneficial ownership of the Plan Participant and that were received by him under the Plan. The decision of the Committee as to the cause of a Plan Participant's discharge and the damage done to the Company shall be final. No decision of the Committee, however, shall affect the finality of the discharge of such Plan Participant by the Company or any subsidiary corporation in any manner.

#### 10. WRITTEN AGREEMENT

10.1 All Common Shares granted hereunder shall be embodied in a written

Common Stock Agreement which shall be subject to the terms and conditions prescribed above and shall be signed by the Plan Participant and by the President of the Company, or by the Chief Executive Officer of the Company or by the Plan Administrator of the Board, for and in the name and on behalf of the Company. Such Common Stock Agreement shall contain such other provisions as the Committee, in its discretion shall deem advisable.

The undersigned duly appointed secretary of the Company, does hereby certify that this Plan, and its terms and provisions, were duly approved by the Company's Board of Directors on this 1st day of March, 2005.

/s/ Paul G. Carter

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Paul G. Carter  
CEO

Morgan  
& Company  
CHARTERED ACCOUNTANTS

INDEPENDENT AUDITORS' CONSENT

We consent to the use, in the Registration Statement of Custom Branded Networks, Inc. on Form S-8 relating to the registration of up to 20,000,000 common shares to be issued pursuant to the 2005 Compensation Plan for Outside Consultants for Custom Branded Networks, Inc. of our Auditors' Report, dated September 27, 2004, on consolidated balance sheets of Custom Branded Networks, Inc. as at June 30, 2004 and 2003, and the related consolidated statements of operations, cash flows, and stockholders deficiency for the years ended June 30, 2004 and 2003, and for the period from inception, June 28, 1999, to June 30, 2004.

Vancouver, Canada

/s/Morgan & Company

March 4, 2005

Chartered Accountants

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