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To the Honorable Commissioner of Patents and Trademarks: Please record the attached documents or copy thereof.

OIPE JC75 MAY 10 1999 PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):
Ronald A. McNeil

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Gordon L. Downs and Joyce M. Downs**

Address: **Downs Equipment Rentals, Inc.**

4800 Saco Road

City: **Bakersfield** State/Prov.: **California**

Country: **U.S.A.** ZIP: **93308**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other **Entry of Judgment**

Execution Date: **November 12, 1998**

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

B. Patent No.(s)

U.S. Pat. No. 5,265,981

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Keith A. Newburry**

Registration No. **38,980**

Address: **Sheppard, Mullin, Richter & Hampton LLP**

333 South Hope Street, 48th Floor

City: **Los Angeles** State/Prov.: **California**

Country: **U.S.A.** ZIP: **90071**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....$ **40.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1853

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keith A. Newburry — Name of Person Signing

Signature

May 5, 1999 — Date

Total number of pages including cover sheet, attachments, and document: **42**

Robert C. Woodbury, Esq. (119300)
POLLET & WOODBURY
A Law Corporation
10900 Wilshire Blvd., Suite 500
Los Angeles, CA 90024-6525
Telephone: (310) 208-1182

Attorneys for: Defendant Ronald A. McNeil

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

GORDON L. DOWNS and JOYCE M. DOWNS,

PLAINTIFFS,

v.

RONALD A. McNEIL and DOES 1 through 100, inclusive,

DEFENDANTS.

Case No: BC 175 930

JUDGMENT PURSUANT TO TERMS OF SETTLEMENT AGREEMENT

FINDINGS OF FACT AND LAW

The court finds the terms of the Handwritten Mediation Agreement and the Settlement Confirmation Letter between plaintiffs, Gordon M. Downs and Joyce L. Downs, on the first part, and defendant, Ronald A. McNeil, on the second part, to be as follows:

1. $700,000 total payment from McNeil to Downs, payable as follows:

a. $100,000 down payment, payable on or before November 10, 1998.

b. The remaining $600,000 payable at $100,000 per year, with interest accruing at the rate of 7% per annum. Each $100,000 annual payment to be paid in semi-annual installments of $50,000 with the first $50,000 to be paid on or before May 1, 1999.

2. All amounts and payments referenced above to be secured by the license rights (as that term is described in the Amended and Restated Agreement dated April 18, 1994 between Ronald A. McNeil and Craig J. White, Arvid Orbeck and Robert Kapral ("ARA")) in the so-called 39 state territory (as that territory is described in the ARA), and the rights to manufacture, use and sell the "system and method for rehabilitating a manhole, and manhole rehabilitated thereby" (commonly known as the "poly-triplex liner system"), as patented under United States patent No. 5,265,981, in the states of California, Nevada, Utah and Colorado.

3. The Downs will not manufacture, market and/or sell any products that compete with the poly-triplex liner system.

4. The Downs agree to urge Robert M. Kapral to agree to similarly not compete in the manufacture, marketing and/or sale of products that compete with the poly-triplex liner system.

5. The Downs will release all rights to the license rights (as that term is described in the ARA), and will dismiss the subject lawsuit, with prejudice, upon receipt of the $100,000 down payment from McNeil referenced above in Paragraph 1.

6. The Downs and McNeil will exchange mutual general releases, including a waiver of rights under Civil Code Section 1542.

7. The Parties' agreement to all of the above terms is expressly conditioned on their agreement to terms for dismissal of McNeil's lawsuit pending in Florida, Okaloosa County Case No. 98-1294-CA.

8. McNeil shall dismiss the Florida lawsuit with prejudice as to Gordon Downs and Joyce Downs. McNeil shall dismiss the Florida lawsuit without prejudice as to the remaining defendants, and McNeil covenants and agrees that he will not sue on nor assert any of the claims alleged in the Florida lawsuit, except that he may assert those claims as defenses or counterclaims only in the event that he is sued. In any event, McNeil agrees that he will not assert such claims, defenses or counterclaims as against

Gordon Downs and Joyce Downs.

The court further finds that the Handwritten Mediation Agreement and the Settlement Confirmation Letter, taken together, constituted a settlement which may be entered as a judgment pursuant to the terms of California Code of Civil Procedure Section 664.6. The grounds for the court's ruling on this issue are attached hereto as **Exhibit A**.

ENTRY OF JUDGMENT

The court enters judgment as follows:

1. $700,000 total payment from McNeil to Downs, payable as follows:

a. $100,000 down payment, payable on or before November 10, 1998.

b. The remaining $600,000 payable at $100,000 per year, with interest accruing at the rate of 7% per annum. Each $100,000 annual payment to be paid in semi-annual installments of $50,000 with the first $50,000 to be paid on or before May 1, 1999.

2. All amounts and payments referenced above are secured by the license rights (as that term is described in the Amended and Restated Agreement dated April 18, 1994, a copy of which is attached hereto as **Exhibit B** and incorporated by reference, between Ronald A. McNeil and Craig J. White, Arvid Orbeck and Robert Kapral ("ARA")) in the so-called 39 state territory (as that territory is described in the ARA), and the rights to manufacture, use and sell the "system and method for rehabilitating a manhole, and manhole rehabilitated thereby" (commonly known as the "poly-triplex liner system"), as patented under United States patent No. 5,265,981, in the states of California, Nevada, Utah and Colorado.

3. The Downs will not manufacture, market and/or sell any products that compete with the poly-triplex liner system.

4. The Downs will urge Robert M. Kapral to agree to similarly not compete in the manufacture, marketing and/or sale of products that compete with the poly-triplex liner system.

5. The Downs will release all rights to the license rights (as that term is described in the ARA), upon receipt of the $100,000 down payment from McNeil referenced above in Paragraph 1.

6. The Downs and McNeil are mutually released from claims against one another, pursuant to Civil Code Section 1542.

7. McNeil shall dismiss the Florida lawsuit with prejudice as to Gordon Downs and Joyce Downs. McNeil shall dismiss the Florida lawsuit without prejudice as to the remaining defendants, and McNeil will not sue on nor assert any of the claims alleged in the Florida lawsuit, except that he may assert those claims as defenses or counterclaims only in the event that he is sued. In any event, McNeil will not assert such claims, defenses or counterclaims as against Gordon Downs and Joyce Downs.

Dated: November 12, 1998

L. W. Crispo

Honorable Lawrence W. Crispo
Judge of the Superior Court

Approved as to form:

SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
Paul S. Malingagio
Richard H. Otera

By: Paul S. Malingagio
Paul S. Malingagio
Counsel for Plaintiffs Gordon L. Downs and Joyce M. Downs

POLLET LAW

By: Robert C. Woodbury
Robert C. Woodbury
Attorney for Defendant Ronald A. McNeil

10 Tuesday

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GORDON L. DOWNS and JOYCE M. DOWNS, Plaintiffs, v. RONALD A. MCNEIL, an individual; and DOES 1 through 100, inclusive, Defendants.	CASE NO. BC 175 930 TENTATIVE RULING ON PLAINTIFFS' MOTION TO ENTER JUDGMENT PURSUANT TO TERMS OF SETTLEMENT AGREEMENT HEARING DATE: 10/27/98

TENTATIVE RULING:

Plaintiffs' Motion to Enter Judgment Pursuant to Terms of Settlement Agreement is GRANTED.

On May 4, 1998, the parties held a court-ordered mediation session with retired Justice Campbell Lucas and a settlement agreement was reached. The material terms of this agreement were set forth in a handwritten memorandum, which all parties and their attorneys signed at the mediation session. The parties' agreement was re-confirmed in a subsequent letter which was again signed by

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EXHIBIT

all parties and their attorneys. In pertinent part, the terms of the settlement are as follows:

1. McNeil is to pay the Downs the total sum of $700,000.00 plus interest (the "Settlement Amount"). An initial $100,000.00 payment was due on July 3, 1998; the remaining $600,000.00 is to be paid at the rate of $100,000.00 per year, with interest at the rate of 7% per annum. (Handwritten Memo, para. 1.)

2. The Downs are to disclaim any interest in the License Rights in the 48 States and Canada Licensed Territory, and to release said License Rights to McNeil. (Handwritten Memo, para. 5.)

3. Payment of the Settlement Amount by McNeil is secured by two categories of collateral: (1) all of McNeil's rights, title and interest (after transfer from the Downs) in the License Rights in 39 specified states of the 48 States and Canada Licensed Territory (the "Use Rights Collateral"); and (2) all of McNeil's rights, title and interest in the right to manufacture the Poly-Triplex Liner System ("PTLS") in the states of California, Nevada, Utah and Colorado (the "Manufacturing Rights Collateral"). (Handwritten Memo, para. 2.)

4. The Downs agree not to market, manufacture, and/or sell any products that compete with the PTLS, and to urge Robert M. Kapral, former president of SECAL and of SENA's general partner, to similarly not compete. (Handwritten Memo, paragraphs 3 & 4.)

5. The Downs and McNeil agree to exchange mutual general releases including a waiver of rights under Civil Code Section 1542. (Handwritten Memo, para. 6.)

6. McNeil agrees to dismiss the Florida Action with prejudice as to the Downs, and without prejudice as to all other named defendants. (Settlement Confirmation Letter, pp.1-2.)

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Within a week of the mediation, plaintiffs' counsel had prepared a formal settlement agreement and forwarded it to defendant's counsel for review. Defendant McNeil has never signed the formal agreement and, according to plaintiffs, has reneged on his promises and has sought to re-negotiate nearly all of the terms of the handwritten settlement memorandum.

The court has reviewed the handwritten settlement memorandum dated and signed by the parties and their attorneys on May 4, 1998 (Exh. "C" to Motion), and the confirmation letter dated May 5, 1998 and signed by the parties and their attorneys on May 6, 1998. (Exh. "D" to Motion.)

It is clear to this court that the requirements of California Code of Civil Procedure section 664.6 are met. Section 664.6 provides, in pertinent part, as follows:

> "If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court . . . for settlement of the case, . . . the court, upon motion, may enter judgment pursuant to the terms of the settlement."

On a motion pursuant to Section 664.6, the trial court must determine whether the parties have entered into a valid and binding settlement agreement. (Richardson v. Richardson (1986) 180 Cal.App.3d 91, 97.) The handwritten memo and the settlement confirmation letter are both writings signed by the parties and their attorneys of record and constitute a valid and binding settlement agreement between the parties.

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The fact that the handwritten memo and settlement confirmation letter were agreements preliminary to a final, more formal settlement agreement does not preclude this court from entering judgment pursuant to Section 664.6. As stated by the court in Kohn v. Jaymar-Ruby, Inc. (1994) 23 Cal.App.4th 1530, 1534, where the parties agree to the "material terms of a settlement" such as "amount of payment" and "scope of release," and "all that remain[s is] a reduction of the agreement to a writing," the settlement is enforceable under Section 664.6. Similarly, in Gallo v. Getz (1988) 205 Cal.App.3d 329, the court concluded that the fact that a formal settlement agreement had not been signed was irrelevant, since the formal agreement "was for the sole purpose of spelling out the details" of the settlement. (Id. at 333.) The written and signed memorandum and confirmation letter are valid settlement agreements between McNeil and the Downs.

McNeil argues that the May 4, 1998 handwritten memorandum and the and the May 5, 1998 confirmation letter are not enforceable because the parties did not agree therein to all "material terms" of the settlement. McNeil contends that six purportedly material issues were left unresolved. McNeil's contention is without merit.

McNeil contends that the parties disagree on the Downs' right to a deficiency judgment. This is a non-issue as a matter of law. In Paragraphs 1 and 2 of the handwritten memo, the parties agreed that McNeil would pay the total sum of $700,000.00 to the Downs, with all payments secured by McNeil's interest in various use rights and manufacturing rights in his patented product, the PTLS (the "Collateral"). (Handwritten Memo, paragraphs 1-2.) The pledge of the Collateral constituted a security interest controlled by Article

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9 of the California Commercial Code. (Cal. Com. Code section 9201(1)(a) (Article 9 applies "to any transaction (regardless of its form) which is intended to create a security interest in personal property or fixtures including goods, documents, instruments, general intangibles, chattel, paper or accounts." Article 9 allows the Downs, as secured creditors, various remedies--including foreclosure of the Collateral, or a suit for a deficiency judgment. Section 9504(2) states, "If the security interest secures an indebtedness, the debtor is liable for any deficiency . . . ." Similarly, Section 9501 states that a secured party "may reduce his claim to a judgment, foreclose or otherwise enforce the security interest by any available judicial procedure." As a matter of law under Article 9, the Downs would be entitled to a deficiency in the event of McNeil's default. Because this remedy is provided as a matter of law, it was unnecessary for the parties to agree to it in the handwritten memo or the settlement confirmation letter.

McNeil contends that this court is precluded from entering judgment under Section 664.6 because the parties did not intend the mediation agreement to be raised to the level of a judgment. As in most settlements, the Downs agreed to dismiss this lawsuit in consideration for McNeil's various agreements. Even where a settlement contemplates dismissal of litigation, however, Section 664.6 allows a court to enter judgment consistent with the settlement where one or more of the parties refuses to honor the settlement agreement. (See Richardson v. Richardson (1986) 180 Cal.App.3d 91.)

McNeil asserts that the handwritten memo and settlement confirmation letter do not address the subsequent relationship

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between McNeil and Downs' licensees. This is not a material term of the parties' settlement agreement. In handwritten memo, the Downs agreed to release all of their rights, title, and interest to the License Rights to McNeil. Once the Downs have released these License Rights to McNeil, it is up to McNeil how he uses those rights.

McNeil desires a right of redemption. Under Article 9, McNeil is entitled to redeem as a matter of law. (Cal. Com. Code section 9506 ("At any time before a secured party has disposed of the collateral or entered into a contract for its disposition . . . the debtor . . . may unless otherwise agreed in writing after default redeem the collateral by tendering fulfillment of all obligations . . .").) Since McNeil is entitled to a right of redemption as a matter of law, the fact that the parties' agreements do not reference a right to redeem does not render them unenforceable. If McNeil wanted a right to redeem after default which differs from that in Commercial Code Section 9506, he should have negotiated that term at the time of the mediation.

McNeil contends that the terms of the settlement agreement relating to the Collateral must be clarified, in light of the default judgment in the Florida Action. However, the default judgment in the Florida Action has been set aside since it was improperly obtained by McNeil. (Decl. of Paul S. Malingagio, paragraphs 4 & 7 and Exh. "A" to Reply brief.)

Any issue that McNeil has with the periodic release of collateral is immaterial since McNeil expressly agreed in the handwritten memo that "all" of the installment payments would be secured by all of the collateral. The release of collateral as

installment payments are made is not material to the parties' agreement.

It is evident to this court that there are details which McNeil wishes that he or his attorneys had thought of at time of the mediation. However, merely because McNeil can now think of terms he would like in the settlement agreement does not mean that the settlement agreement lacks material terms.

McNeil's argument that the handwritten memo and the settlement confirmation letter do not constitute "stipulations" within the meaning of Section 664.6 ignores the express language of the statute. Section 664.6 states that the agreement is enforceable if "in a writing signed by the parties outside the presence of the court." The mediation herein was ordered by this court and was conducted before retired Justice Campbell Lucas. The fact that it was not signed by Justice Lucas or this court is irrelevant.

Contrary to McNeil's assertion, the Florida Action presents no conflict of law issues. McNeil's appeal in Florida cannot void this court's order on this motion.

McNeil's contention that the handwritten memo and settlement confirmation letter are unenforceable as to the dismissal of the Florida Action because neither was signed by Mr. Brownsell, McNeil's Florida counsel, is without merit. Florida Rule 1.730 does not require the signature of McNeil's Florida counsel; it merely requires the signature of "the parties and their counsel, if any." (Exh. "1" to McNeil's opposition.) Both the handwritten memo and the settlement confirmation letter were signed by McNeil and Mr. Woodbury, McNeil's California counsel. The settlement was entered into in California and is enforceable against McNeil in California.

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McNeil argues that the Downs "contacted and scared off McNeil's potential licensees," which precluded McNeil from raising the funds necessary to make the settlement payments. McNeil offers no admissible evidence or particulars in support of this statement. (Plaintiff's objection to the Declaration of Robert C. Woodbury are sustained.) Since the May 4, 1998 mediation session, Downs indicates that he has not contacted any potential licensees of McNeil nor has he contacted any persons or entities who are already licensees of McNeil. (Decl. of Gordon Downs, para. 2.)

The Downs request that the handwritten memo and the settlement confirmation letter be enforced as written, with only the following alterations:

1. Handwritten Memo, paragraph 1.a.: The initial $100,000.00 installment should be made payable on or before October 3, 1998.

Since this court had to continue this motion to October 27, 1998, the October 3rd date is no longer an option. The court will discuss with the parties the possibility of the initial $100,000 installment being made payable on or before November 10, 1998.

2. Settlement Confirmation Letter: Plaintiffs request that this court order McNeil to dismiss the Florida Action as stated in the settlement confirmation letter: with prejudice as to the Downs, and without prejudice as to the remaining defendants. In the alternative, plaintiffs contend that McNeil should be deemed in breach of this provision and ordered to pay all of the Downs' attorneys' fees, costs and expenses in defending the Florida Action, and ordered to indemnify the Downs for any liability or losses resulting from the Florida Action.

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Upon this motion, the court may enter judgment pursuant to the terms of the handwritten memo and the settlement confirmation letter. However, plaintiffs have provided no authority, and this court is not aware of any, that this court can order McNeil to dismiss the Florida Action. This court's jurisdiction does not extend over actions in other states.

A court's power to make factual determinations under section 664.6 is generally limited to whether the parties entered into a valid and binding settlement agreement. (See Corkland v. Boscoe (1984) 156 Cal.App.3d 989, 994.) "The power would not appear to extend . . . to whether one party had breached the terms of the agreement. Judgment may be entered under section 664.6 whether the parties are complying with the terms of the agreement or whether they are not." (Viejo Bancorp, Inc. v. Wood (1989) 217 Cal.App.3d 200, 209 n.4.) Therefore, the court makes no finding, in ruling on the present motion, that McNeil is in breach of the settlement agreement by refusing to dismiss the Florida Action.

Plaintiffs' motion is GRANTED. Judgment is hereby entered pursuant to the terms of the handwritten memo and settlement confirmation letter. Plaintiffs are ordered to prepare a [proposed] judgment in conformity with the handwritten memo and settlement confirmation letter and this court's ruling.

The court notes that the handwritten memorandum and the settlement confirmation letter signed by the parties and their attorneys contain no provision that this court may retain jurisdiction over the parties to enforce the settlement until full

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performance thereof. The court may retain jurisdiction only if the parties so stipulate. (Code of Civ. Proc. section 664.6.)

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PROOF OF SERVICE BY MAIL

I, the undersigned, declare that I am, and was at the time of service of the papers herein referred to, over the age of 18 years and not a party to the within action or proceeding. My business address is Sheppard, Mullin, Richter & Hampton LLP, 333 South Hope Street, 48th Floor, Los Angeles, California 90071, which is located in the county in which the within-mentioned mailing occurred. I am readily familiar with the practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence will be deposited with the United States Postal Service on the same day in the ordinary course of business.

On November 2, 1998, I served the following document(s):

NOTICE OF RULING RE: ORDER GRANTING PLAINTIFFS' MOTION TO ENTER JUDGMENT PURSUANT TO TERMS OF SETTLEMENT AGREEMENT

by placing a true copy in a separate envelope for each addressee named below, with the name and address of the persons served shown on the envelope as follows:

Robert Woodbury, Esquire *
Pollet & Woodbury
10900 Wilshire Boulevard
Suite 500
Los Angeles, California 90024

(* courtesy copy by facsimile)

and by sealing the envelope and placing it in the appropriate location at my place of business for collection and mailing with postage fully prepaid in accordance with ordinary business practices.

Executed on November 2, 1998, at Los Angeles, California.

[XX] (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[ ] (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

JUDY KUHN

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is dated for reference and is effective this 18th day of April, 1994, by and between RONALD A. MC NEIL ("McNeil") and CRAIG J. WHITE, ROBERT M. KAPRAL and ARVID ORBECK, JR. (collectively "CRA").

1. RECITALS.

This Agreement is made with reference to the following statements of fact:

A. On or about February 5, 1994, McNeil and CRA entered into that certain McNeil/CRA Preliminary Agreement ("Preliminary Agreement") providing for, among other things, the transfer by McNeil to CRA of various rights to market, distribute, franchise and install certain products within specified territories.

B. Between the date of the Preliminary Agreement and the date of this Agreement, CRA has made certain payments to McNeil in accordance with the payment schedule referenced in the Preliminary Agreement.

C. The Preliminary Agreement contemplates that the parties shall enter into a final agreement governing the rights and obligations of the parties with regard to the marketing, distributing, franchising and installation of various products.

D. In consideration of the foregoing premises and the following promises, the parties hereby amend and restate the Preliminary Agreement in the manner and upon the terms and provisions hereinafter set forth.

EXHIBIT "A" TO AGREEMENT OF LIMITED PARTNERSHIP

2. DEFINITIONS.

A. "The licensed patent" shall mean collectively United States Patent Number 5,265,981 on the Poly-Triplex Liner System (see Exhibit "A" attached hereto and incorporated hereby reference), a patent pending on a liner-curing system, entitled "Method and Apparatus for Inflating and Curing a Resin-Impregnated Manhole Liner," U.S. Patent Application Serial Number 08-162,916, and any patent issuing on either of the foregoing, as well as any divisional, continuation-in-part, or re-issue applications thereof and patents issuing on such divisional, continuation-in-part or re-issue applications, and any patents and patent applications in countries other than the United States which, in whole or in part, claim priority of any said United States applications.

B. "The licensed know how" shall mean all know how now or hereafter owned by McNeil and which is useful in the design, construction, installation, and/or operation of the Poly-Triplex Liner System.

C. "The licensed apparatus" shall mean the Poly-Triplex Liner System falling within any one or more of the claims of the licensed patent and/or incorporating any of the licensed know how.

D. "Trademark" shall mean collectively and/or individually, as the case may be, the trademark "Poly-Triplex Liner System", and any other trademarks and/or trade names, now or hereafter used or selected by McNeil in connection with products produced by McNeil and/or his related firms, in the field of environmental liners for manholes, pump stations, pipes and other conveyance structures, utilities, tanks, any and all other

applications within the licensed territories, as hereinafter defined.

E. Subject to adjustment as provided in Section 6 and 7 herein, "the licensed territory" and "the licensed territories" shall mean the District of Columbia and those states identified in Exhibit "B" attached hereto and incorporated herein by reference.

F. "Affiliate" as used herein with reference to any party hereto means any person, firm or corporation in which such party owns, directly or indirectly, a beneficial interest of ten percent (10%) or more, or which, directly or indirectly, owns a beneficial interest of ten percent (10%) or more in such party, or which, directly or indirectly controls, or is controlled by, or under common control with, such party. For purposes of this Agreement, the terms "control", "controls", "controlled by" or "under common control with" as used with respect to any person, firm or corporation means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, firm or corporation, whether through the ownership of voting securities, or by contract, or otherwise.

3. GRANT OF LICENSES.

McNeil hereby grants unto CRA and its affiliates an exclusive, indivisible license under the licensed patent and the licensed know how to market, distribute, franchise, install and sell the licensed apparatus in the licensed territory together with an exclusive license to market, distribute, franchise, install and sell any and all other products produced by McNeil and/or McNeil's affiliates, in the field of environmental liners for manholes, pump stations,

pipes and other conveyance structures, utilities, tanks, any and all other applications, within the licensed territories.

In addition to the foregoing, McNeil hereby grants unto CRA and its affiliates an exclusive license to use the Trademarks solely upon or in connection with the grant of licensed patent above-provided.

In addition to the foregoing, McNeil expressly understands and agrees that CRA shall be entitled to form one or more affiliates utilizing territorial forms of the name "SunCoast Environmental, Inc.", such as "SunCoast Environmental of North America, Inc." and "SunCoast Environmental USA, Inc."

4. TERM OF LICENSES.

Notwithstanding that under current law, patents are limited in time, the term of the license granted herein and this Agreement shall be in perpetuity, commencing with the effective date of this Agreement.

5. PURCHASE PRICE FOR THE LICENSES.

The purchase price for the grant of the licenses hereunder and the continuing obligations of McNeil hereunder, shall be the sum of $1,000,000.00, payable in accordance with the following schedule:

A. $150,000.00 receipt of which by McNeil is hereby acknowledged;

B. $100,000.00 on or before April 30, 1994;

C. $250,000.00, together with accrued interest, on or before October 31, 1994;

D. $250,000.00, together with accrued interest, on or before April 30, 1995; and

E. $250,000.00, together with accrued interest, on or before October 31, 1995.

Interest shall accrue on the unpaid principal balance of the purchase price for the licenses at the rate of one-half percent (½%) per month from February 5, 1994. Unless otherwise notified by McNeil, in writing, all payments by CRA hereunder shall be made payable to RAM Innovations, Inc. and shall be mailed to McNeil, care of SunCoast Environmental International, Inc., P O Box 246, 907 Orange Hill road, Chipley, Florida 32428, or wire payment to RAM Innovations, Inc. Routing No. 063206207, Account No. 191981, First National Bank and Trust, Destin, Florida (904) 837-9171.

6. ADJUSTMENT OF LICENSED TERRITORY.

In the event that CRA shall fail to make all or any portion of the payments set forth at Sections 5(C), (D) and/or (E), the licensed territory comprised of the District of Columbia and the states referenced on Exhibit "B" shall be limited to the State of California only. In such event, and notwithstanding such limitation to the licensed territory, CRA shall provide to McNeil on request a legible copy of CRA's research and business plan pertaining to that portion of the licensed territory extending beyond the State of California.

7. ADDITIONS TO LICENSED TERRITORY.

A. In consideration of payment of the sum of $50,000.00 by CRA to McNeil on or before April 30, 1994, McNeil hereby irrevocably grants unto CRA an exclusive option to expand the licensed territory to include the entirety of the states of Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Tennessee,

North Carolina, South Carolina and Georgia (the "Additional U.S. Territory"). The Additional U.S. Territory shall be added to and become part of the licensed territory, and thereby subject to all of the terms and provisions of this Agreement, if, on or before October 31, 1995, CRA pays to McNeil the sum of $450,000.00.

B. The licensed territories shall be expanded to include the countries of Canada and Mexico on payment by CRA to McNeil of a non-refundable deposit in the sum of $50,000.00 ($25,000.00 each for Mexico and for Canada) on or before October 31, 1994. The purchase price for expansion of the licensed territories to include Mexico and Canada shall be $300,000.00 for each country (which price shall include the foregoing deposits), or $500,000.00 if CRA elects to expand the licensed territories to include both Canada and Mexico, although, it is expressly agreed that CRA is not required to add Canada and/or Mexico to the licensed territories.

In the event, CRA elects to expand the licensed territories to include both Canada and Mexico, the balance of the purchase price for such expansion ($450,000.00) shall be payable as follows:

i. $150,000.00, together with accrued interest, on or before April 30, 1995;

ii. $150,000.00, together with accrued interest, on or before October 31, 1995; and

iii. $150,000.00, together with accrued interest, on or before April 30, 1996.

In the event, CRA elects to expand the licensed territory to include Canada only or Mexico only, but not both Canada and Mexico,

the balance of the purchase price for such expansion of the licensed territories ($275,000.00 after allowance for payment of a $25,000.00) shall be paid as follows:

i. $91,666.67, together with accrued interest, on or before April 30, 1995;

iii. $91,666.66, together with accrued interest, on or before October 31, 1995; and

iii. $91,666.66, together with accrued interest, on or before April 30, 1996.

Interest shall accrue at the rate of one-half percent (½%) per month from October 31, 1994, on any sums due McNeil under this provision.

8. TEXAS AND FLORIDA RIGHT OF FIRST REFUSAL.

In the event McNeil shall determine to sell or license all or any portion of his rights to market, distribute, franchise and install the licensed apparatus, or any other products produced by McNeil and/or McNeil's affiliate in the field of environmental liners for manholes, pump stations, pipes and other conveyance structures, utilities, tanks, any and all other applications within Texas and/or Florida (collectively "the Contemplated Offer"), McNeil shall notify CRA in writing ("McNeil's Notice") of the specific terms and provisions of such sale or license.

CRA shall have sixty days after being so notified by McNeil within which to advise McNeil in writing if CRA desires to acquire all such rights pursuant to the Contemplated Offer. If CRA does desire to acquire all such rights pursuant to the Contemplated Offer, CRA and McNeil shall proceed to close such transaction on

the terms and provisions set forth in McNeil's Notice. Unless McNeil is timely notified as aforesaid, it shall be conclusively presumed that CRA does not desire to exercise its right of first refusal as to the Contemplated Offer, and McNeil shall be free to consummate the transaction set forth in the Contemplated Offer to the buyer or licensee identified in McNeil's Notice.

9. MANUFACTURING ENTITY RIGHT OF FIRST REFUSAL.

Reference is made to SunCoast Environmental International, Inc., or such other entity or enterprise, now or hereafter owned or controlled by McNeil, which now or hereafter manufactures the resins and/or liners for the Poly-Triplex Liner Systems and/or any other products utilized in the field of environmental liners for manholes, pump stations, pipes, and other conveyance structures, utilities, tanks, any and all other applications (individually and collectively referred to herein as the "Manufacturing Entity").

McNeil hereby agrees that CRA shall have a first right of refusal to acquire the Manufacturing Entity in the event of the sale, transfer or assignment (in a single transaction or a series of transactions) of a controlling interest in the Manufacturing Entity, and a first right of refusal to acquire the assets of the Manufacturing Entity, in the event of a sale of substantially all of the assets of the Manufacturing Entity in a sale not in the ordinary course of the business of the Manufacturing Entity. This shall not include the sale of common stock of the Manufacturing Entity for the purpose of raising capital for the Manufacturing Entity. In either event, McNeil shall notify CRA in writing of the specific terms and provisions of such sale, transfer or assignment.

CRA shall have sixty (60) days after being so notified by McNeil within which to advise McNeil in writing if CRA desires to acquire such control or assets, as the case may be. If CRA does desire to acquire such assets or control, CRA and the applicable seller(s) shall proceed to close such transaction on the terms and provisions, set forth in said notice. If CRA fails to timely notify McNeil as aforesaid, it shall be conclusively presumed that CRA does not desire to exercise this right of first refusal and McNeil or the applicable seller(s), as the case may be, shall be free to consummate the transaction on the terms and provisions and to the proposed buyer(s) identified in said notice.

10. MARKETING ENTITY RIGHT OF FIRST REFUSAL.

Reference is made to SunCoast Environmental, North America, Inc., or SunCoast Environmental USA, Inc., or such other entity or enterprise, now or hereafter owned or controlled by CRA, which now or hereafter markets, distributes, franchises, installs and sells the Poly-Triplex Liner System and/or any other products utilized in the field of environmental liners for manholes, pump stations, pipes, and other conveyance structures, utilities, tanks, any and all other applications, other than the ultimate franchisees (individually and collectively referred to herein as the "Marketing Entity").

CRA hereby agrees that McNeil shall have a first right of refusal to acquire the Marketing Entity in the event of the sale, transfer or assignment of control of the Marketing Entity, and a first right of refusal to acquire the assets of the Marketing Entity, in the event of a sale of substantially all of the assets

of the Marketing Entity in a sale not in the ordinary course of the business of the Marketing Entity. In either event, CRA shall notify McNeil in writing of the specific terms and provisions of such sale, transfer or assignment. McNeil shall have sixty (60) days after being so notified by CRA within which to advise CRA in writing if McNeil desires to acquire such control or assets, as the case may be. If McNeil does desire to acquire such assets or control, McNeil and the applicable seller(s) shall proceed to close such transaction on the terms and provisions set forth in said notice. If McNeil fails to timely notify CRA as aforesaid, it shall be conclusively presumed that McNeil does not desire to exercise this right of first refusal and CRA or the applicable seller(s), as the case may be, shall be free to consummate the transaction on the terms and provisions and to the proposed buyer(s) identified in said notice.

11. REQUIREMENTS CONTRACT.

A. On the hereinafter stated terms and provisions, McNeil agrees to manufacture and sell to CRA and affiliates and CRA in its own behalf and behalf of its affiliates, agrees to order and purchase from McNeil, all of the resins and liners required by CRA and/or its affiliates for the installation of the Poly-Triplex Liner System within the licensed territories.

B. The purchase price for the resins and liners shall be calculated on the basis of $110.00 per vertical foot for each four-foot diameter manhole that are at minimum, four-foot deep. All prices are F.O.B. McNeil factory and shall be payable one-half with the purchase order and one-half at time of shipment; provided,

however, that upon acquisition by CRA and/or its affiliate, as the case may be, of an irrevocable letter of credit from a bank reasonably acceptable to McNeil in an amount equal to or greater than the purchase price of any pertinent order, the purchase price for such pertinent purchase order shall be payable in full at time of shipment. McNeil and CRA shall meet and confer with regard to and McNeil shall exercise his reasonable best efforts to utilize shipment methods and factory locations which reduce shipment costs to CRA.

C. For purposes of inventory control by CRA and/or its affiliates, resins and liners may be acquired separately under this Agreement based upon the following prices: (i) $30.00 per gallon of resin; and (ii) $72.50 per vertical foot of liner.

D. The foregoing prices shall not be adjusted at any time through December 31, 1994. From January 1, 1995 through December 31, 1995, the foregoing prices shall be subject to increase if raw material costs to McNeil increase more than five percent (5%) on an annual basis. Such price adjustment shall be limited to such increase in raw material costs. Commencing January 1, 1996, the foregoing prices shall be subject to increase, on thirty-days written advance notice to CRA and affiliates, in the same relation as increases in the National Cost of Living Index; provided, however, that commencing January 1, 1996, McNeil shall also be entitled, on thirty-days advance written notice, to adjust the purchase price of resin and liners in the event and to the extent of abnormal cost increases within specific industries that relate to liner or resin manufacturing costs, as the case may be.

E. Prices on resins and liners are exclusive of all city, county, state and federal taxes. Wherever applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by CRA and/or affiliate, as the case may be.

F. At such time as CRA or its affiliates shall acquire, by lease or purchase, not fewer than six (6) installation trucks, McNeil shall, at McNeil's sole cost and expense, cause to be constructed and operational within a one-year period, a new factory for production of resins and liners, at a location within the State of California, the specific location of which shall be subject mutual agreement by McNeil and CRA. In the event McNeil shall fail to satisfy this obligation, and for such period of time that McNeil shall remain in default of such obligation, McNeil shall, within thirty (30) days of demand by CRA, reimburse unto CRA, all freight costs incurred by CRA and/or its affiliates, as the case may be, for shipment of resins and liners to one central point of destination in California as designated by CRA from McNeil's current manufacturing facility.

G. (i). The parties shall cooperate with each other for the purpose of providing McNeil reasonable lead time to satisfy all purchase orders for resins and liners submitted by CRA and/or its affiliates, but in all events, McNeil guarantees to satisfy all such purchase orders on a timely basis. In the event, CRA and/or its affiliates, as the case may be, reasonably determine that McNeil has failed to comply with McNeil's obligations under this provision of this Agreement, CRA shall so notify McNeil in writing of such dissatisfactory condition, and McNeil shall have a

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period, not to exceed 180 days, within which to correct such dissatisfactory condition.

(ii). In the event that McNeil shall be unable to timely correct such dissatisfactory condition, CRA shall be entitled to commence manufacture of such amounts and quantities of resin and liners deemed necessary by CRA to satisfy its requirements, to the extent not satisfied by McNeil. McNeil shall fully cooperate with CRA in such manufacturing endeavor by making available to CRA all data, criteria, methods, processes, designs or other information reasonably required by CRA to manufacture and produce resins and liners.

(iii). In consideration for such cooperation, CRA shall pay to McNeil a continuing royalty for sales of resins and/or liners manufactured by CRA equal to fifteen percent (15%) of the actual selling price at which the customer is billed by CRA and/or its affiliate with deduction for taxes, other royalty fees and transportation charges. Such royalty shall be paid by CRA to McNeil within fifteen (15) days after CRA's receipt of payment for each pertinent sale.

(iv). CRA shall keep records of account, including copies of invoices and other records in sufficient detail to enable the royalties payable hereunder to be determined and further agrees that CRA will permit such invoices and records to be audited at any reasonable time during business hours by an independent certified public accountant selected by McNeil to the extent necessary to verify the royalty reports and payments hereunder provided for. If such audit shows additional royalties

to be due, CRA shall, within thirty (30) days from the date of the audit report either pay the additional amount to McNeil or object to such audit report, in which event the details of the audit shall be made available to both parties. If such audit report shows that excessive royalties have been paid, McNeil shall, at CRA's option either pay an amount equal to such excessive royalties to CRA or credit.

(v). McNeil agrees that price and sale amounts disclosed in reports and audit details furnished to McNeil pursuant to the foregoing provision shall be treated as confidential information by McNeil and will not be disclosed to third parties unless first publicly disclosed by CRA.

12. PRODUCT WARRANTY.

McNeil hereby unconditionally warrants and guarantees unto CRA, its affiliates, and customers, that the liner for every Poly-Triplex Liner System and/or the Epoxi-Glas Liner System will be free from defects and workmanship and materials for a continuous, non-prorated period of five (5) years commencing with installation of the respective system.

13. MCNEIL'S WARRANTIES AND REPRESENTATIONS.

McNeil warrants and represents to CRA as follows:

A. That McNeil is the sole and exclusive owner of all right, title and interest in and to the trademark, Poly-Triplex Liner System, and that McNeil has and will have throughout the term of this Agreement, the right to license said trademark to CRA;

B. That McNeil is the sole and exclusive owner of all right, title, and interest in and to the licensed patents, that

McNeil has and will have throughout the term of this Agreement the right to license the licensed patents to CRA and that the manufacture, use, sale, lease, installation, or other disposal of the licensed apparatus is free and shall, until expiration of the licensed patent, throughout the term of this Agreement, remain free of claims of infringement of the rights of third parties; and

C. That the making of this Agreement does not violate any agreements, rights, or obligations existing or hereafter arising between McNeil and other person, firm or entity.

D. That McNeil will be the sole and exclusive owner of all right, title and interest of any future trademarks over which the license herein granted shall apply.

14. INDEMNIFICATION.

McNeil shall indemnify CRA and its affiliates and shall hold CRA and its affiliates harmless from any claim, loss, liability, damage, cost or expense (including reasonable attorney's fees) arising out of or inconsequence of the breach by McNeil of any of the foregoing warranties and representations of McNeil. McNeil shall undertake and conduct the defense of any suit or claim which may be brought or made against CRA and/or its affiliates by reason of the breach by McNeil of any of the foregoing warranties and representations. In addition, McNeil shall commence or prosecute any claims or suits against third parties for trademark or patent infringement or breach of the rights held by McNeil in the Trademarks, the licensed patents, and/or the licensed apparatus. CRA shall notify McNeil in writing of any infringements or

imitations by others of the Trademarks, licensed patents, and/or the licensed apparatus, if any, when such becomes known to CRA.

15. INITIAL TRAINING.

McNeil shall, upon reasonable advance notice by CRA, provide an initial training to CRA employees in connection with installation of the Poly-Triplex Liner System. Such training shall be conducted by McNeil at a location within the State of California designated by CRA and any travel, lodging, and meal costs in connection therewith shall be at McNeil's sole cost and expense. Any additional or further training of CRA employees in California by McNeil shall require McNeil's consent and all reasonable travel, lodging, and meal costs in connection therewith shall be at CRA's sole cost and expense.

16. TRAINING MANUAL AND INSTALLATION VIDEO.

McNeil, at McNeil's sole cost and expense, shall produce an installation training manual and video tape based upon McNeil's current knowledge of rehabilitation of manholes and sewage pump stations. This training manual and video shall be provided at no cost to CRA and may be duplicated as necessary by CRA at CRA's expense. It is contemplated that McNeil will continue further developments of the Poly-Triplex Liner System and the Epoxy-Glas Liner System and pertaining installation procedures. Any alterations, improvements, deviations from or modifications to the installation process shall be made available to and must be mutually agreed upon by McNeil and CRA. CRA shall cause its employees and/or independent contractors to fully comply with all

mutually agreed upon installation procedures and safety precautions with regard to installation of the Poly-Triplex Liner System.

17. MARKETING AND TRADE SHOWS.

The parties hereto acknowledge that CRA shall be entitled to market within the licensed territory as it sees fit, attending trade shows, making or recopying installation videos and brochures initially prepared by McNeil. Marketing by CRA and/or McNeil that results in benefit within the other's territory will be considered incidental and will remain bound with the owner of the territory in question. It is anticipated that many trade shows may be jointly attended but none shall be mandatory by either party. McNeil shall provide CRA with access to any and all existing and hereafter created video and brochure marketing tools for duplication at CRA's sole cost and expense.

The parties understand and agree that it is in the best interest of both parties to utilize a common marketing, advertising and sales approach to protect the integrity of the licensed apparatus. To that end, McNeil and CRA agree to meet and confer in connection with development of marketing, advertising and sales programs and related matters.

18. BEST EFFORTS.

Each of the parties does hereby agree to perform on a best efforts basis to manufacture, market, distribute, franchise, and install the licensed apparatus and related products throughout their respective licensed territories.

19. PRODUCT TESTS AND CERTIFICATIONS.

McNeil shall reasonably cooperate with CRA's efforts to obtain laboratory tests, and/or certifications for the licensed apparatus with respect to chemical and gaseous environments typical to sanitary sewer systems, and most severe freeze-thaw cycles normally found in the United States. The parties shall collaborate with each other on a reasonable basis as to selection of laboratory, institution and/or consultant to perform such tests and certifications. CRA shall pay for such tests and McNeil agrees to reimburse unto CRA an amount not to exceed $10,000.00, within thirty (30) days of demand for such reimbursement.

20. INITIAL CALIFORNIA/NEVADA MARKETING CAMPAIGN.

In connection with CRA's initial California/Nevada marketing campaign, McNeil shall provide liners, resins, equipment, staff and expertise to support up to twelve (12)-sewer manhole installation demonstrations throughout the States of California and Nevada. The dates, locations and exact number of sewer manhole demonstrations shall be determined by CRA. CRA shall reimburse unto McNeil, McNeil's actual costs (no profits included) for travel, lodging, food, wage/salaries, and fuel. Liners and resins will be purchased by CRA pursuant to the terms and conditions of this Agreement. Each of the parties agrees that the initial California/Nevada marketing campaign is in the best interest of the parties.

21. INTERIM SALES AND INSTALLATION AGREEMENT.

Until such time, and only until such time, as CRA determines in its own discretion, and so notifies McNeil, that CRA is sufficiently staffed to perform sales and installation of the

licensed apparatus, McNeil shall be permitted to continue to solicit customers of the licensed apparatus within the licensed territories and perform the necessary installations in connection therewith at McNeil's sole cost and expense. McNeil shall immediately notify CRA of such sales and installation and shall pay to CRA a royalty fee equal to five percent (5%) of the actual gross sales price for each installation of a licensed apparatus within the licensed territory. Such royalty fee shall be payable by McNeil to CRA within ten (10) days of receipt of invoiced payments. Installation of the licensed apparatus pursuant to written contracts entered into by McNeil prior to February 5, 1994 shall be exempt from such obligations to pay royalty fees to CRA. So that CRA can update its database on customer and potential customer communications, purchase and other related matters, McNeil shall exercise its best efforts to routinely and continually notify CRA of the nature and extent of any and all ongoing communications between McNeil and any such customers or potential customers situated within the licensed territory.

22. AUDIT.

A reasonable audit trail shall be provided from franchisees of CRA and/or its affiliates, and from CRA to McNeil on the total number of licensed apparatus that are lined with McNeil products or otherwise. Said audit trail will be managed in a manner that will insure that neither CRA nor its affiliates, or franchisees of its affiliates, are circumventing McNeil and producing their own product, unless such production is accomplished under the provisions of this Agreement. McNeil shall likewise maintain a

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reasonable and equivalent audit trail in connecting his interim sales and installations provided in Section 22 hereof.

23. NON-COMPETE.

Subject to the license granted hereunder, McNeil currently owns the world-wide rights to McNeil's products and their technology, designs, patents, systems and installation procedures and techniques, which will become common knowledge to CRA, its affiliates and franchisees. By virtue of the foregoing, CRA in its own behalf and in behalf of its affiliates, hereby agrees not to compete in any way with McNeil in any territory world-wide where CRA or its affiliates have not purchased said rights from McNeil.

If for any reason this Agreement is cancelled by CRA or by McNeil for non-payment of fees and/or royalties, neither CRA nor its affiliates or individual members shall compete with McNeil for a period of two years from the date of such cancellation.

24. MISCELLANEOUS.

All notices which either party to this Agreement is required or may desire to give to the other shall be by addressing the same to the other at the address set forth below, or at such other address as may be designated in writing by any such party in a notice to the other given in the manner prescribed in this paragraph. All such notices shall be sufficiently given when deposited so addressed, postage pre-paid in the United States mail or when the same shall have been delivered, so addressed, to a telegraph or cable company pre-paid and the date of the mailing or telegraphing shall be the date of giving of such notice. The

address to which any such notices, accountings, payments or statements shall be given are as follows:

To McNeil: Ronald A. McNeil
907 Orange Hill Road
Chipley Florida 32428

To CRA: Craig J. White
Robert M. Kapral
Arvid Orbeck, Jr.
3101 Sandstone Court
Palmdale California 93551

B. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between McNeil and CRA. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

C. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. It is contemplated and expressly agreed that CRA shall be entitled to assign, sublicense and/or franchise all of the rights obtained by CRA hereunder to its affiliates, who shall, in turn, be entitled to sub-sublicense all such rights to its franchisees. In the event of the assignment by CRA of this Agreement to, and the assumption of all of CRA's obligations hereunder by, a corporation, owned or controlled by CRA, McNeil shall and is hereby deemed to release CRA of all obligations hereunder.

D. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed

in writing by the parties. No written waiver shall excuse the performance of any actions other than those specifically referred to in the waiver. All waivers must be in writing, and failure at any time to require the other party's performance of any obligation under this Agreement shall not affect the rights subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

E. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

F. The parties shall each perform such acts, execute and deliver such instruments and documents and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

G. If any action or proceeding shall be commenced to enforce this Agreement or any right arising in connection with the Agreement, the prevailing party in the action or proceeding shall be entitled to recover from the other party, reasonable attorney's fees, costs and expenses incurred, in addition to any other remedies to which the prevailing party shall be entitled.

H. This Agreement shall be governed by the laws of the states of Florida and California. Where conflicts exist between each state's statutes, the statutes of Florida shall govern unless otherwise mutually agreed upon by both parties. Disputes that cannot be mutually settled by the parties shall be settled through binding arbitration as set by the guidelines in the court of jurisdiction of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

Ronald A. McNeil
RONALD A. MC NEIL

CRAIG J. WHITE

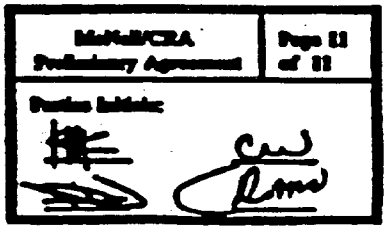
ROBERT M. KAPRAL

ARVID ORBECK, JR.

EXHIBIT "B"

39 UNITED STATES
(Including the District of Columbia)

ALASKA	NEBRASKA
ARIZONA	NEW HAMPSHIRE
CALIFORNIA	NEW JERSEY
COLORADO	NEW MEXICO
CONNECTICUT	NEW YORK
DELAWARE	NEVADA
HAWAII	NORTH DAKOTA
IDAHO	OHIO
ILLINOIS	OREGON
INDIANA	PENNSYLVANIA
IOWA	RHODE ISLAND
KANSAS	SOUTH DAKOTA
KENTUCKY	UTAH
MAINE	VERMONT
MARYLAND	VIRGINIA
MASSACHUSETTS	WASHINGTON
MONTANA	WASHINGTON, D.C.
MICHIGAN	WEST VIRGINIA
MINNESOTA	WISCONSIN
MISSOURI	WYOMING



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