

02-20-2002



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ET

Attorney Docket Number: 81440-1

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Box Assignments
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Ruggero M. SANTILLI (Executed: 2/4/98,
1/1/00, and 7/7/00)Additional names attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Agreements

2. Name and address of receiving party:

EarthFirst Technologies, Inc.
601 S. Fremont Ave.
Tampa, FL 33606

4. Application numbers or patent numbers:

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

A. Patent Appln. No. 1) **09/106,170** 2) **09/133,348**
3) **09/372,277** 4) **09/372,278** 5) **09/586,926**
6) **09/826,183** 7) **09/896,422**

B. Patent No.

Additional numbers attached? ☐ Yes ☒ No

5. Mail correspondence to:

Martin FleitFleit, Kain, Gibbons, Gutman & Bongini P.L.
520 Brickell Key Drive #A201
Miami, FL 331316. Number of applications
and patents involved: 7

7. Total fee (37 CFR 3.41): \$ 280.00

Previously paidPlease charge any additional fees or credit deposit
account listed in Section 8.

8. Deposit account number: 500601

DO NOT USE THIS SPACE

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.

Martin Fleit (Reg. No. 16,900)

Signature

January 30, 2002

Date

Total number of pages including cover sheet:

18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11-27-2001



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Attorney Docket Number: 81440-1

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Box Assignments
Washington, DC 20231

11-19-01

Please record the attached original documents or copy thereof.

1. Name of conveying party: Ruggero M. SANTILLI (Executed: 2/4/98, 1/1/00, and 7/7/00)		2. Name and address of receiving party: EarthFirst Technologies, Inc. 601 S. Fremont Ave. Tampa, FL 33606	
Additional names attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment (Equitable) <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Agreements			
4. Application numbers or patent numbers: If this document is being filed with a new application, the execution date of the application is:			
A. Patent Appln. No. 1) 09/106,170 2) 09/133,348 3) 09/372,277 4) 09/372,278 5) 09/586,926 6) 09/826,183 7) 09/896,422		B. Patent No.	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Mail correspondence to: Robert C. Kain, Jr. Fleit, Kain, Gibbons, Gutman & Bongini P.L. 520 Brickell Key Drive #A201 Miami, FL 33131		6. Number of applications and patents involved: 7	
		7. Total fee (37 CFR 3.41): \$ 280.00 Please charge deposit account listed in Section 8.	
		8. Deposit account number: 500601	

DO NOT USE THIS SPACE

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.

Robert C. Kain, Jr. (Reg. No. 30,648)

Signature

November 19, 2001

Date

Total number of pages including cover sheet:

18

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Washington, D.C. 20231

11/27/2001 ANNEX 00000024 500601 09106170

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PATENT
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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 26, 2000, to Articles of Incorporation for TCOUS TECHNOLOGY LICENSING, INCORPORATED which changed its name to EARTHFIRST TECHNOLOGIES, INCORPORATED, a Florida corporation, as shown by the records of this office.

The document number of this corporation is P97000067089.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twelfth day of July, 2000



CR2CO22 (1/99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

00 JUN 26 AM 10:51

TOUPS TECHNOLOGY LICENSING, INCORPORATED

Pursuant to Section 607.1006 of the Florida Business Corporation Act.

Toups Technology Licensing, Incorporated, a corporation organized and existing under the Florida Business Corporation Act (the "Corporation") hereby certifies that the following amendment was adopted by the Board of Directors of the Corporation on May 15, 2000 pursuant to authority of the Board of Directors as required by Section 607.1001 of the Florida Business Corporation Act, and accordingly, pursuant to Section 607.1004 of the Florida Business Corporation Act, the Corporation adopts the following articles of amendment to articles of incorporation.

Article I - Name is hereby amended to read:

ARTICLE I - NAME

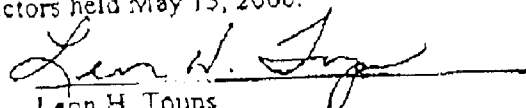
The name of this Corporation is EarthFirst Technologies, Incorporated

Article III - Capital Stock, paragraph one of this article relating solely to common stock, is amended to delete the existing first paragraph in Article III and substitute in its place the following so that this first paragraph now reads:

This corporation is authorized to issue 100,000,000 (one-hundred million) shares of Common Stock having a par value of \$0.0001 (one, one-thousandth dollar) per share which shares will be and hereby are designated as "Common Shares". Without action by the shareholders, any or all of the authorized shares may be issued by the Corporation from time to time for such consideration as may be fixed by the Board of Directors of this Corporation. No shareholders approval is needed for this action.

All remaining Articles of Incorporation of EARTHFIRST TECHNOLOGIES INCORPORATION (formerly TOUPS TECHNOLOGY LICENSING, INCORPORATED) remain unchanged.

Adopted at a Meeting of the Board of Directors held May 15, 2000.


Leon H. Toups
President and Chairman of the
Board of Directors

NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-circumvention, Non-disclosure and Confidentiality Agreement is entered into by and between Toups Technology Licensing Incorporated ("Toups Technology") and RUGGERO SANTILLI ("Associate") on the 14th day of FEBRUARY, 1998. This Agreement shall obligate the undersigned for the terms and conditions expressly stated and agreed to below, and that this agreement may be referenced from time to time in any document(s) or agreements. (the "Agreement").

This Agreement will confirm the mutual understanding of Toups Technology and, the Associate in connection with any information provided during the course of their association.

Confidential Information includes all data, reports, records, trade secrets, verbal communication, and/or materials obtained from Toups Technology both prior to and subsequent to executing this Agreement. Confidential Information includes all such information which has not been in the public domain prior to receiving this information from Toups Technology, including any affiliations, contracts, trade secrets, and knowledge that may come to the knowledge of Associate during the term of this Agreement.

NOW, THEREFORE, IT IS AGREED;

1. The Parties, intending to be legally bound, do hereby irrevocably agree and guarantee each other they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the parties with producers, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial institutions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in uncontracted relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel or initiate relationships that by-pass one of the parties with any corporation, producer, technology owner, partnership or individual revealed or introduced by one of the parties to one another in connection with the on-going business of Toups Technology.
2. Furthermore,
 - a. RUGGERO SANTILLI agrees to hold Confidential Information in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
 - b. No copies will be made or retained of any written information or prototypes supplied without the written permission of Toups Technology.
 - c. At the conclusion of any period of association, or upon demand by Toups Technology, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to Toups Technology.
 - d. Confidential information shall not be disclosed to any employee, associate, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by Toups Technology.
 - e. This Agreement and its validity, construction and effect shall be governed by the laws of the United States and the State of Florida.

[Signature] Feb 4, 1998 [Signature] 11/1/98
Associate Date Toups Technology Date

Scientific Consulting Agreement

This Agreement is made this January 18, 2000 ~~25 day of December, 1999~~ by and between Ruggero Maria Santilli acting for himself and as President of The Institute for Basic Research 90 Eastwinds Court, Palm Harbor, Florida 34683 ("Dr. Santilli") and Toups Technology Licensing, Inc., 7887 Bryan Diary Road, Suite 105, Largo, Florida 33777 ("TTL" or the "Company")



WHEREAS Toups Technology Licensing Incorporated, a Florida corporation is engaged in the business of developing market-ready application(s) of processes and technologies derived from patents or similarly protected intellectual properties, and;

WHEREAS, Dr. Santilli, has served as the Company's Scientific Advisor for the prior two years and has separately entered agreements relating to Santilli's MagneGas and that family of technologies. Further, Dr. Santilli, is a U. S. Citizen with permanent residence in Pinellas County, Florida, is among other associations, the current Professor of Theoretical Physics and President, The Institute for Basic Research, a Florida non-profit organization.

WHEREAS Toups Technology now desires to enter a renew its agreement to continue the services of Dr. Santilli as the Company's Scientific Advisor and Dr. Santilli desires to agree to extend his continued services as the Company's Scientific Advisor.

THEREFORE, Toups Technology agrees to retain Dr. Santilli as Scientific Advisor and Dr. Santilli agrees to be engaged as the Company's Scientific Advisor according to the terms and conditions and for such compensation as set forth herein.

The parties hereby agree as follows:

1. **Position.** The Company engages Dr. Santilli as TTL's Scientific Advisor. During the term of this Agreement, Dr. Santilli shall devote his 50% of his time and attention to the business of Toups Technology as it relates to the relative matters on a regular, "best efforts," and professional basis and at all times such efforts shall be under the direction of the Board of Directors and Dr. Santilli shall be immediately responsible to the Company's President.
2. **Duties.** The development stage nature of Santilli's collective MagneGas™ technology precludes an ability to foresee all the areas to which Dr. Santilli's expertise will prove essential as it relates thereto. Therefore, at a minimum, Dr. Santilli shall make his expertise available:
 - a. In the following areas:
 - (i) Test Support
 - (a) Theoretician responsible for collaboration/coordination of all testing and research
 - (b) Test results documentation to include test data and methods, mathematical formulas and assumption and formal letters from test originators.
 - (c) Problem solution support;
 - (d) Computer support as required.
 - (ii) Sale and Marketing Support
 - (a) Identification of applications
 - (b) identification of first markets
 - (iii) Financial Support

(a) Work within budgets and schedules.

3. **Noncompetition:** During the term of this Agreement, Dr. Santilli shall not, directly or indirectly, engage in any business, commercial or professional activity which the Company deems to interfere with the business of Toups Technology, or with the performance of duties by Dr. Santilli hereunder.

Dr. Santilli further agrees not to provide any services for any other entity on a formal or informal basis which may compete, directly or indirectly, with any of the services Toups Technology currently provides or may provide during the term of this Agreement or which may result, directly or indirectly, in the diversion of customers from Toups Technology. The Company agrees that Dr. Santilli may continue to provide consulting or other services to his clients or associates existing on the date of this Agreement provided that such services do not, in the opinion of the Company, substantially interfere with Dr. Santilli's performance of his duties as set forth in this Agreement. Accordingly, as a condition of engagement by TTL, Dr. Santilli agrees that, in the event that his consultant agreement terminates for any reason, for a one year period he will not, directly or indirectly, either for himself or through any kind of ownership as a director, agent, employee or consultant, for any other person, firm or corporation, call on, solicit, take away, or cause the loss of clients of the Company on whom he called or with whom he became acquainted during his Period of Engagement. It is expressly agreed and understood that the remedy at law for breach of covenant is inadequate and that injunctive relief shall be available to prevent the breach thereof.

4. **Nondisclosure of Confidential Information:** Dr. Santilli agrees that he will not, at any time during or after the termination of this consultant Agreement, use for his own benefits, either directly or indirectly, or disclose or communicate in any manner to any individual, corporation, or other entity, other than Toups Technology, any confidential information acquired by him during his Period of Engagement, regarding any actual or intended business activity, product, service, plan or strategy of Toups Technology. As used in this Agreement, confidential information shall include all information disclosed to or known by Dr. Santilli as a consequence of or developed through or during his Period of Engagement by Toups Technology including all knowledge, information and materials regarding the Company's products, services, processes, know-how, customers, suppliers, product and/or service development, business plans, and research, as well as confidential information about financial, marketing, pricing, cost, compensation or any other proprietary matters relating to Toups Technology whether or not subject to other protection (except that such knowledge known to Dr. Santilli prior to Dr. Santilli's Period of Engagement by Toups Technology that is publicly disclosed with the Company's permission). Any breach of this paragraph shall constitute grounds for immediate termination for cause and such other relief as may be afforded by applicable law.

5. **Period of Engagement:** The Company engages Dr. Santilli as a consultant and Dr. Santilli accepts engagement as a consultant for the period beginning on January 1, 2000 ending December 31, 2000. Thereafter, this Agreement can be renewed upon the mutual consent of both parties for successive twelve-month periods.

6. **Compensation:**

- a. **Salary:** As compensation for the services rendered by Dr. Santilli under this Agreement during the Period of Engagement shall be

7. **Benefits:**

- a. **Vacation:** Dr. Santilli shall receive three weeks paid vacation during his Period of Engagement.
- b. **Purchase of Computer.** At a point in time prior to February 28, 2000, the Company shall provide Dr. Santilli a new Macintosh Laptop Computer.

8.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or other agreements except as stated or referred to herein.

12.

13. **Governing Law.** This Agreement and all rights hereunder shall be governed by, and interpreted in accordance with the laws of the State of Florida.

January 1st 2000
Executed this _____ day of December, 1999

fel

Acceptance by Ruggero Maria Santilli

Ruggero Maria Santilli

Dr. Santilli

Acceptance by the Company

Leon H. Touns

Leon H. Touns
President and Chief Executive Officer

CONSULTING AGREEMENT

THIS Consulting Agreement is made this 7th day of July, 2000 by and between Dr. Ruggero Maria Santilli 90 Eastwind Court, Palm Harbor, Florida 34683, the Institute for Basic Research, Inc. (collectively "Dr. Santilli" or "Consultant") and USMAGNEGAS, Inc., 35246 US Highway 19 North, Suite 115, Palm Harbor, Florida 34684 ("USM" or the "Company"). (The "Agreement")

WHEREAS Dr. Santilli and the Company are both parties to that certain World-Wide Exclusive Assignment, License and Royalty Agreement and accompanying Exhibits thereto including that certain Technology License and Royalty Agreement (collectively the "Technology Agreement"), and;

WHEREAS the Parties hereto now desire to further define the requirements of the Company and the obligations, responsibilities and compensation for Dr. Santilli to supercede that described in the Technology Agreement.

NOW THEREFORE, the Parties hereon, intending to be legally bound, agree to perform according to the terms and condition and for such compensation as is herein set forth.

1. Agreement to engage and be engaged. The Company hereby engages Dr. Santilli as a Consultant and Dr. Santilli herein agrees to be engaged by the Company as a Consultant, on behalf of Institute for Basic Research.
2. Duties and Responsibilities of Dr. Santilli.
 - a. Dr. Santilli shall assume the role and title of the Company's Director, Research and Development.
 - b. Dr. Santilli shall at all times faithfully, industriously and to the best of his ability, experience and talent, perform all duties that may be required of and from him pursuant to the express and implicit terms hereto, to the reasonable satisfaction of the Company.
 - c. Dr. Santilli shall devote a minimum of 75% (seventy-five percent) of a standard work week toward achieving the purpose of this Agreement. A standard work week shall, for these purposes, be defined as five consecutive eight hour days or a total of forty-hours per five day period commencing on the Monday and concluding on the Friday of each week.

Dr. Santilli



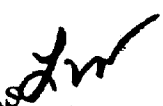
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USMAGNEGAS



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- d. Dr. Santilli's primary responsibilities shall be all matters related to the research and development of the Technology as that term is defined in the Technology Agreement.
 - e. Subject to the supervision and pursuant to the orders, advice and direction of the Company, Dr. Santilli shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged by the Company. Dr. Santilli shall be available for presentations of the technology anywhere in the world.
3. Duration of Agreement. This Agreement shall become effective on the date first set forth above and shall remain in effect for a period of three years. Thereafter, this Agreement may annually be extended or modified by mutual agreement between the Parties for additional twelve month periods.
4. Place of Work. The Consultant shall perform his obligations and responsibilities hereunder at the Company's headquarters or such other place as is reasonably requested by the Company.
5. Compensation
- a. Dr. Santilli shall be compensated at the rate of
 - b. Stock Options.
 - c. Stock incentives



Dr. Santilli



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8. Nondisclosure, Non-Compete, Non-Circumvention

a. The Consultant will not, at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Company, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Company, its manner of operation, or its plans, processes or other data of any kind, nature or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material and confidential, and gravely affect the effective and successful conduct of the business of the Company and its good will, and that any breach of the terms of this section is a material breach of this Agreement.

b. During the term of this Agreement and thereafter for a period of one (1) year, the Consultant shall not, without prior written consent of the Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include the Company's proprietary and confidential information such as,

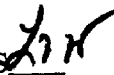
Dr. Santilli

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USMAGNEGAS 

but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawings, specification, models, software, or any data related to any non-commercialized or prototype product, service, technique or purpose thereof. The parties hereby stipulate that, as between them, the foregoing matters are important, material and confidential, and gravely affect the effective and successful conduct of the business of the Company and its good will, and that any breach of the terms of this section is a material breach of this Agreement. Confidential Information shall not include any information that:

- i. is disclosed by the Company without restriction;
 - ii. becomes publicly available through no act of the Consultant;
 - iii. is rightfully received by Consultant from a third party.
- c. During the term of this Agreement and for a period of one (1) year thereafter, the Consultant shall not solicit business with any clients or prospective clients which become acquainted with the Consultant for any reason during the term of this Agreement or any subsequent amendment hereto. Further, during the term of this Agreement and for a period of one (1) year thereafter, the Consultant shall not compete directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise, own, manage, operate, control be employed by, participate in, consult with, perform service for, whether for compensation or not, any entity or individual in a business similar to that of the Company. In the event any of the provisions of this section are determined to be invalid by reason of their scope or duration, this section shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach of this section the Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.



14. Governing Law and Jurisdiction. This Agreement and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. The Parties hereby submit to the jurisdiction of the state and federal courts located in Pinellas County, Florida.

Dr. Santilli



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18. Entire Understanding. This Agreement constitutes the entire understanding between the Parties and all prior or contemporaneous oral or written agreements, understandings, representations and statements are merged into this Agreement.

20. Survival. The representations and warranties and provisions of this Agreement shall survive any closing hereunder.

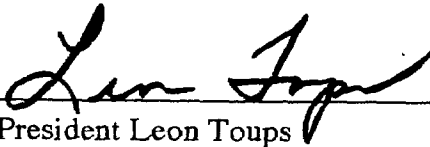
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first given above.

For Dr. Ruggero Santilli

For USMAGNEGAS, Inc.

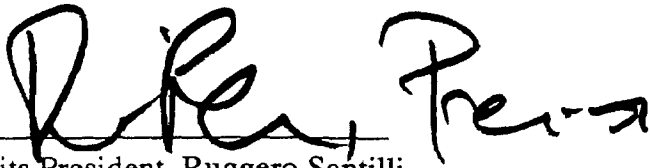


by Dr. Ruggero Maria Santilli



by its President Leon Toups

For the Institute for Basic Research



by its President, Ruggero Santilli