

12-05-2005

Form PTO-1595 (Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

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

1. Name of conveying party(ies):

Jerry I. Jacobson, Inventor

11-29-05

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Jacobson, Hewko and Casey

Internal Address:

Street Address: 515 N. Flagler Drive

City: West Palm Beach State: FL Zip: 33401

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Joint Venture Agreement

Execution Date: 12/13/2000

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s) 6,458,071

Additional numbers attached?  Yes  No

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

Name: Michael A. Slavin

Internal Address: McHale & Slavin, P.A.

Street Address: 2855 PGA Blvd.

Palm Beach Gardens City: State: FL Zip: 33410

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0439

DO NOT USE THIS SPACE

9. Signature.

Michael A. Slavin

11/29/05

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 2

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

12/02/2005 DBYRHE 00000234 130439 6458071 01 FC:8021 40.00 BA

**JOINT VENTURE AGREEMENT**

**THIS JOINT VENTURE AGREEMENT** (the "Agreement"), effective April 6, 1998 by and between **JERRY I. JACOBSON**, individually, with offices located at 2006 Mainsail Circle, Jupiter, Florida 33477 ("Jacobson"); **ERIC HEWKO**, individually, with offices located at 631 U.S. Highway One, North Palm Beach, Florida 33408 ("Hewko"); and **PATRICK J. CASEY**, Individually, with offices located at Suite 1900, 515 North Flagler Drive, West Palm Beach, Florida 33401 ("Casey"); (Jacobson, Hewko, and Casey sometimes individually and collectively referred to as "Venturer" and "Venturers" respectively).

**W I T N E S S E T H:**

**WHEREAS**, on or about October 19, 1988, Jacobson, Hewko and Casey entered into a Joint Venture Agreement to develop and exploit the inventions of Jacobson (hereinafter "The Venture"); and

**WHEREAS**, in furtherance of the Venture and as additional agreed terms and conditions, Jacobson, Hewko and Casey entered into that certain Ownership Agreement effective January 1, 1990 (the "Ownership Agreement") for the acquisition, ownership and development of PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS as defined in the Agreement setting forth their undivided ownership interests as follows:

<u>Name</u>	<u>Undivided Interest</u>
Jacobson	Two-thirds (2/3)
Hewko	One-sixth (1/6)
Casey	One-sixth (1/6)

hereinafter "Ownership Interests."

**WHEREAS**, the PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS have been developed to produce United States Patents and foreign patents and applications; and

**WHEREAS**, the Venturers recognize that in order to fulfill their business objectives, the sale or other disposition of their interest in the Venture and their Ownership Interests in the PATENT RIGHTS, etc. have been restricted and should continue to be restricted to the extent hereinafter provided; and

**WHEREAS**, the parties were involved in litigation in the Circuit Court of Palm Beach County, Florida, and under the Settlement Agreement terms approved by the Court, are required to set forth all terms of the Venture in a single writing; and

**WHEREAS**, the parties hereto desire to amend and restate the terms of both the Joint Venture and the Ownership Agreement to provide for the foregoing.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. **RECITALS.** The parties acknowledge the foregoing recitals are true and correct and are hereby incorporated fully as part of the terms of this Agreement.
2. **DEFINITIONS.** When used in capitalized form the following terms shall have the meanings as set forth as follows:
  - A. **PATENT RIGHTS** shall mean any and all rights and interest, under or by reason of (i) United States Letters Patent No. 5,269,746 dated December 14, 1993 and No. 5,366,435 dated November 22, 1994 entitled "Therapeutic Treatment of Mammals for Epilepsy and Parkinson's Disease" and "Therapeutic Treatment of Mammals" respectively; (ii) United States Letters Patent No.

5,198,181 dated March 30, 1993, entitled "Stabilizing Plasma in Thermonuclear Fusion Reactions Using Resonant Low Level Electromagnetic Fields; (iii) United States Application No. 09/148,435 filed September 4, 1998 entitled Magnetic Field Generating Device and Method of Generating and applying of Magnetic Field for Treatment of Specified Conditions; and (iv) United States Application entitled "Resonating Water," as such rights now exist, and as they may hereafter be derived or attributable by reason any IMPROVEMENT or applications hereafter filed and any continuations, continuations-in-part, divisions and reissues thereof or additions thereto. PATENT RIGHTS shall include the KNOW-HOW, IMPROVEMENTS and all Foreign Patent Rights, including but not limited to those more particularly described on Exhibit "A" attached hereto and incorporated herein. PATENT RIGHTS shall, however, exclude any derivative patents rights relating to the "Aging Patent" and the "Teleportation Patent" as described in Exhibit "A" attached hereto and incorporated herein, and any continuations, continuations-in-part, divisions and reissues thereof, or additions thereto.

B. KNOW-HOW shall mean all proprietary data and information relating to the PATENT RIGHTS, or IMPROVEMENTS including any such data or information relating to methods, applications or manufacturing owned or controlled during the term hereof including test results, clinical data, processing, quality control and assembly information, technical reports, and technology relating to the patents which may be reasonably desirable for the application of the PATENT RIGHTS or any IMPROVEMENTS. KNOW-HOW shall, however, exclude any derivative of Know-How relating to the "Aging Patent" and the "Teleportation Patent" as described in Exhibit "A" attached hereto and incorporated herein, and any continuations, continuations-in-part, divisions and reissues thereof, or additions thereto.

C. **IMPROVEMENT** shall mean any and all modifications, derivatives or related derivatives or refinements or other developments to the PATENT RIGHTS or KNOW-HOW or the processes for using the same, whether patented or unpatented, which may be developed or acquired by the Owners or any other person during the term hereof. **IMPROVEMENT** shall, however, exclude any derivative Improvement relating to the "Aging Patent" and the "Teleportation Patent" as described in Exhibit "A" attached hereto and incorporated herein, and any continuations, continuations-in-part, divisions and reissues thereof, or additions thereto.

D. **APPLICATION** shall mean any application now or hereafter filed with the United States Patent Office or any foreign patent issuing authority arising out of or connected with the PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS and as from time to time may thereafter be amended.

3. **PURPOSE AND POWERS.** This Joint Venture shall operate for the purpose of developing and exploiting the inventions of Jacobson using or relating to Jacobson's discovery of Jacobson's Resonance. With the exception of the Aging Patent and the Teleportation Patent as described on Exhibit "A" attached hereto and incorporated herein, the business of the Venture shall include the development and exploitation of all inventions of Jacobson based on Jacobson's Resonance.

4. **JOINT VENTURE NAME.** The Firm name of the joint venture shall be "Jacobson, Hewko & Casey, a Joint Venture" hereafter referred to as the "Venture."

5. **DURATION.** The Venture commenced on October 19, 1988 and shall continue in full force and effect until December 31, 2070, unless extended by agreement.

6. **SCOPE.** Each Venturer, on behalf of himself, his beneficiaries, heirs, legatees, executors, administrators, guardians and personal representatives agrees that both his interest in this Venture and the Ownership Interests in the PATENT RIGHTS described herein or as hereafter acquired as defined herein, shall be subject to and disposed of only in accordance with this Agreement.

7. **SCIENTIFIC CREDIT.** Notwithstanding the Ownership Interests set forth herein, the parties acknowledge and agree that no Venturer other than Jacobson has participated in the scientific discoveries and inventions leading to PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS, as set forth herein or otherwise. All parties further acknowledge and agree that all scientific credit for such discoveries and inventions shall at all times hereafter be credited to Jacobson.

8. **CAPITAL.** Each Venturer acknowledges that Jacobson, Hewko and Casey have advanced the following sums on the following dates to the Venture collectively to accelerate the development of the PATENT RIGHTS: See Exhibit "B" attached hereto and incorporated herein. It is agreed that each advancement shall be deemed a contribution to the capital of the Venture. No additional amounts expended by any Venturer for any purpose shall be considered a future advance unless previously consented to in writing by all Owners. Individual capital accounts shall be maintained for each Venturer.

9. **VENTURE PROPERTY.** All property described herein as transferred and/or owned by a Venturer as capital or otherwise or hereafter acquired by the Venture property. Notwithstanding the foregoing, and notwithstanding that any of the PATENT RIGHTS may be held or registered in

the name of Jacobson alone, it is agreed that all **PATENT RIGHTS** are and all Ownership Interests are owned by Jacobson, Hewko and Casey as their undivided interests appear in the recitals hereto.

10. **RESTRICTIONS ON TRANSFER.** Each Venturer covenants and agrees to and with the other that during his lifetime, he will not bargain, sell, give, hypothecate, pledge, devise or otherwise transfer or license (or offer to contract to so transfer or license without requiring compliance with this agreement) or dispose of by law or otherwise any interest in this Venture or any Ownership Interest as described herein in whole or in part, now owned or hereafter acquired; provided, however, that nothing in this paragraph shall prevent such Venturer from so transferring in strict accordance with the terms of this Agreement.

11. **PROPERTY DISTRIBUTION.** The parties agree that effective June 2, 1996, Jacobson entered into that certain Agreement and Plan of Reorganization for the acquisition of common shares in Pioneer Services International, Ltd, a Nevada corporation now known as Jacobson Resonance Enterprises, Inc., hereafter the "Corporation." Jacobson acknowledges that at the time such shares were acquired they were restricted and had a fair market value of less than \$.001 per share. As a result of that exchange, Jacobson received 55,820,000 common shares of the Corporation on or about July 1, 1996. Jacobson acknowledges that all shares of the Corporation acquired in 1996 were held by Jacobson as trustee for this Venture and that such shares were disbursed to and held by the Venturers individually as of July 1, 1996 in the following proportions: Jacobson: 43,820,000; Hewko: 6,000,000; Casey: 6,000,000. The parties agree that any shares sold by Jacobson to date have been sold for his own individual account and not as a Venturer, partner, agent or affiliate of the Corporation of Hewko individually or Casey individually, or of this Venture. The parties each acknowledge and agree that any shares sold hereafter by Jacobson, Hewko or Casey

are sold for each person's individual account and not as a Venturer, partner, agent or affiliate of the Venture, each other or of the Corporation. Each Venturer agrees to indemnify and hold the Venture, and each other Venturer, harmless from any federal or state income or other tax consequences on account of any sale of any shares in the Corporation now or hereafter sold by them.

12. **LICENSE AGREEMENT.** The Venturers agree to and with each other and with the Corporation, they have entered into a License Agreement effective the date of this Agreement, for license of the PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS to the Corporation (the "License Agreement"). As part of the License Agreement, Jacobson expressly agrees to include a License of the Aging Patent as defined on Exhibit "A" attached hereto and incorporated herein and agrees that notwithstanding that the ownership of the Aging Patent is 100% vested in Jacobson, that all royalties under the License Agreement, including those from the Aging Patent shall be split in accordance with the interest in Venture profits as set forth in paragraph 14 hereof. The parties further agree that for royalties, all the PATENT RIGHTS including the Aging Patent shall be not less than 3% of all gross receipts of the Corporation whether or not such gross receipts are from the sale of products or services under the PATENT RIGHTS or under any other patents of the Corporation, and whether or not any other patent is licensed under the License Agreement.

13. **DUTIES OF VENTURERS.** The Venturers agree that they have the fiduciary duties to the Venture and to each other as may from time to time be set forth under the law of the State of Florida. In addition, each Venturer shall have the duties otherwise set forth herein and will at all times during the continuance of this Agreement, promote the development of the PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS for the greatest advantage and benefit. Each Venturer agrees to apply his experience, training and talents in the performance of such promotion and development;



provided, however, Jacobson acknowledges that both Hewko and Casey are engaged full time in the practice of law on behalf of their respective law firms and as such their duties under this agreement are necessarily limited. Each Venturer agrees not to engage in any business activity which is competitive with the development and exploitation of the PATENT RIGHTS, without first in writing offering the other Venturers participation on an equivalent pro rata basis. Notwithstanding the foregoing, however, no Venturer is hereby restricted from engaging in or possessing any interest in any number of independent businesses or ventures of every nature and description which do not utilize or relate to any PATENT RIGHT or are not competitive with the PATENT RIGHTS. Such permissive activity shall include but not be limited to ownership, financing, leasing, operation, management, syndication, brokerage and development of real and personal (tangible or intangible) property. None of the Venturers shall by virtue thereof have any rights in or to any such independent business or interest therein possessed by any other Venturer. No Venturer shall make a profit, directly or indirectly through or in connection with the venture business or the Ownership Interests, except by reason of (i) strict compliance with this agreement, or (ii) otherwise after full and complete disclosure in writing and prior written consent of other Venturers.

14. **PROFITS, LOSSES AND ALLOCATIONS.** Each Venturer shall be entitled to the net profits, losses and cash distributions arising from the operation of the Venture business in the following amounts:

Jacobson	66 2/3%
Hewko	16 2/3%
Casey	16 2/3%

Nothing in this paragraph shall preclude the distribution of royalties by the Corporation directly to the Venturers as may be agreed by the Venturers in this License Agreement or otherwise. Jacobson specifically acknowledges and agrees that he will not directly or indirectly sell, license, exploit or develop any product service or technology based on Jacobson's Resonance unless such sale, license, exploitation or development is performed through this Venture or through the Corporation, its subsidiaries, or permitted sublicensees under the License Agreement.

15. **RIGHTS AND DUTIES IN THE EVENT OF DEATH.** In the event Jacobson, Hewko, or Casey dies, and the interest in the Venture or the Ownership Interests described herein shall pass in whole or in part to (i) such Venturer's spouse, or lineal ascendants or descendants of the Venturer's parents or his spouse's parents; (ii) a trust under the will of such Venturer or the Venturer's spouse, (iii) an inter vivos trust of such Venturer or the Venturer's spouse with the Venturer or those described in (i) as beneficiaries; and/or (iv) or the personal representative of the estate of such Venturer; such interest shall pass without the need for consent or approval by any other Venturers. In the event that Jacobson, Hewko, or Casey dies and all or any part of this Venturer or the Ownership Interests shall pass or be subject to claims of any person or entity not described in the preceding sentence or a creditor of any such person or entity, then such transfer or assignment shall not be effective without the prior written consent of the other Venturers and shall be subject to all the terms of this Agreement including the requirements described in paragraphs 17 and 19.

16. **RIGHTS AND DUTIES IN THE EVENT OF WITHDRAWAL, TERMINATION, OR SALE.** In the event any Owner desires to (a) withdraw or otherwise terminate his Venture or Ownership Interest, (b) sell his/its interest in the Venture or Ownership Interest to a third party, or (c) assign, gift, transfer mortgage, pledge, license or otherwise dispose

of all or part of any his/its interest in the Venture or Ownership Interest, royalty, right to income, or any management or other right under this agreement; the Venturer shall be governed by the requirements described in paragraphs 17 and 19.

17. **OPTION IN OTHER OWNERS.** In any event described in the paragraphs 15 or 16, the deceased, withdrawing or terminating Venturer agrees to offer to the other Venturers herein his Venture Interest and Ownership Interest in the PATENT RIGHTS, to the other Venturers on the following basis:

A. **Jacobson's Interest.** In the event of the death, withdrawal or termination of Jacobson, Hewko and Casey shall equally have the option (but not the duty) to purchase, and Jacobson or his successor shall sell, all or part of Jacobson's interest in the Venture and his Ownership Interest then owned by Jacobson in the manner hereinafter provided and at the sales price upon terms as hereinafter set forth; provided that Hewko and Casey exercise such right in writing within thirty (30) days following notice of appointment of Jacobson's personal representative, withdrawal or termination. In the event Hewko and Casey do not exercise rights for all of Jacobson's interests pro rata, either Hewko or Casey shall thereafter have the option to purchase Jacobson's interest in the Venture and Ownership interest up to the full extent remaining. In the event that such option is not exercised by Hewko and/or Casey, then Jacobson or his successors shall have full right to sell such Venture and/or Ownership Interest subject to compliance with the terms of paragraph 19.

B. **Hewko's Interest.** In the event of the death, withdrawal or termination of Hewko, Casey shall have the option (but not the duty) to purchase Hewko's interest in the Venture and Ownership Interest up to the full extent thereof on the terms and conditions herein, and Hewko, or his successor shall have the duty to sell the same on the terms and conditions herein. If Casey does

not exercise the option to purchase all such Venture interest and Ownership Interest of Hewko within fifteen (15) days following notice of the appointment of Hewko's personal representative, of withdrawal or termination, then Jacobson shall have the option (but not the duty) to purchase such interest, and Hewko, or his successor shall have the duty to sell on the terms and conditions herein. In the event such option to purchase the entire interest of Hewko is not exercised by Casey, or Jacobson within thirty (30) days as set forth herein, then Hewko or his successors shall have the full right to sell Venture and such Ownership Interest subject to compliance with the terms of paragraph 19.

C. **Casey's Interest.** In the event of the death, withdrawal or termination of Casey Hewko, shall have the option (but not the duty) to purchase Casey's interest in the Venture and Ownership Interest up to the full extent thereof on the terms and conditions herein, and Casey, or his successor shall have the duty to sell the same on the terms and conditions herein. If Hewko does not exercise the option to purchase all of such Venture and Ownership Interest of Casey within fifteen (15) days following notice of the appointment of Casey's personal representative, withdrawal or termination, then Jacobson shall have the option (but not the duty) to purchase such interest, and Casey, or his successor shall have the duty to sell on the terms and conditions herein. In the event such option to purchase the entire interests of Casey is not exercised by Hewko, or Jacobson within thirty (30) days as set forth herein, then Casey, or his successor shall have full right to sell such Venture and Ownership Interest subject to compliance with the terms of paragraph 19.

18. **SALE PRICE.** For purposes of paragraph 17, the sale price shall be the fair market value of the Venture and Ownership Interests sold hereunder. Such value shall be computed in accordance with generally accepted accounting principles consistently applied. Upon the death,

withdrawal or termination in any manner of a Venturer and the exercise of the option rights described herein, the purchasing Venturer shall pay to the selling owner, his estate or his successor, the sales price less any set off due the purchasing Venturer. Such sales price shall be paid as follows: (a) on or before sixty (60) days from the date of appointment of a deceased Owner's personal representative, or notice of withdrawal or termination or sixty (60) days from the date of exercise of the option, whichever is later, twenty-five (25%) percent of the sales price; and (b) the balance evidenced by a promissory note payable in equal, annual installments over a five (5) year period bearing interest at the rate of 10% per annum. Such amounts may be prepaid in whole or in part without penalty.

19. **RIGHT OF FIRST REFUSAL.** At no time while this agreement is in force or effect shall any Venturer, directly or indirectly, sell, assign, transfer, mortgage, pledge, license or otherwise dispose of all or any part of (a) this interest in the Venture, (b) his Ownership Interest, (c) any royalty or right to income thereunder, or (d) any management or other rights under this Agreement; whether presently or hereafter acquired (any such action hereinafter being referred to as "Transfer") unless the Venturer desiring to make such Transfer (hereinafter sometimes referred to as "Transferor") shall first either have obtained a written consent thereto from all other Venturers or shall have made the offer to sell hereinafter described and such offer shall not have been accepted.

A. **Offer By Transferor.** Before any sale or disposition under this paragraph 19, the Transferor shall make an offer to the other Venturers. If the Transferor is Jacobson, he shall first make an offer to Hewko and Casey. If the purported Transfer is to be made by Hewko then it is agreed such offer shall be made first to Casey and if not accepted then to Jacobson. If the purported transfer is to be made by Casey it is agreed such offer shall be made first to Hewko and if not accepted then to Jacobson. Such offer shall consist of a written offer to sell the part or all of his

interest(s) desired to be transferred, the price, method of payment and all other material terms and conditions. When a proposed Transfer is to anyone not an Venturer under this Agreement, the notice shall also include a statement of the Transferor's intention to transfer such ownership interest to a prospective purchaser, transferee, obligee, donee, licensee, pledgee and a certified copy of the contract for transfer, the name and address of the transferee, and the nature and extent of the ownership and management of the transferee and all other material terms and conditions.

B. **Acceptance of Offer.** Within fifteen (15) days after receipt of such offer, the other Venturers may, at their option, elect to purchase all or any part of the interest(s) owned by the Transferor which the Transferor proposes to transfer. In the event one or more of the other Venturers elects to purchase none or less than his entire share of the Transferor's ownership, the other Venturers may elect to purchase proportionately the balance of the interest(s) remaining unpurchased. The other Owners shall exercise their election to purchase by giving notice thereof to the Transferor and to the other Venturers. The notice shall specify a date for the closing of the purchase which shall not be later than the later of (i) the date set forth in the Transferor's notice, or (ii) thirty (30) days after the date of giving notice of election to purchase.

C. **Purchase Price.** The purchase price for the interests of the Transferor to be sold hereunder to the other Venturers shall be the fair market value of such interest, but not in excess of the sale or transfer price set forth in the Transferor's notice.

D. **Closing Of Purchase.** Closing of the purchase shall, unless otherwise agreed, take place at the principal office of the selling owner. The purchase price paid by other Venturers shall be by execution and delivery to the Transferor of a promissory note made by the purchasing Venturer(s), to the order of the Transferor, dated as of the date of closing. The principal balance of

such note outstanding from time to time shall bear interest at the rate of ten (10%) percent per annum. The principal of the note shall be paid in sixty (60) equal monthly installments, commencing thirty (30) days following the closing, due on the same day of each month thereafter until paid in full. Said note shall provide that the maker thereof shall have the privilege of prepayment in part or in full at any time without premium or penalty.

E. **Transfer to Third Party if Offer Not Accepted.** To the extent that the offer to sell is not accepted in whole or in part by the other Venturers, the Transferor may make a bonafide Transfer to the prospective purchaser, transferee, licensee or obligee named in the statement attached to the offer. Such Transfer shall be made only in strict accordance with the terms of the offer and the attached statement. However, if the Transferor shall fail to make such Transfer within ninety (90) days following the expiration of time set forth for closing, the transferror shall not be entitled to transfer any interest to the prospective purchaser, a transferee, licensee, pledgee, donee or obligee or any other person without again complying with the ongoing provisions of this paragraph 19.

20. **RESTRICTION.** There shall be written or stamped across the face of the filings or other documents evidencing the ownership rights set forth herein that may be filed with the United States Patent Office or any other patent office a reference in substantially the following language:

"The rights of sale, assignment, transfer, pledge or other disposition of the Ownership Interests under this filing are restricted and subject to compliance with that certain Joint Venture Agreement between Jerry I. Jacobson, Eric Hewko, and Patrick J. Casey dated effective April 6, 1998."

If any filing at any time shall not have substantially such language, then any Venturer may file a notice to such effect.

21. **TRANSFER IN VIOLATION.** If any transfer in violation of the provisions of this Agreement shall be attempted, or if any involuntary or other purported transfer by law occurs, it shall be voided to the extent allowed by law. In any event, however, any transfer in violation of the provisions of this Agreement shall not entitle the transferee to vote or otherwise participate in the decisions as Venturer, the decisions by the remaining Venturers being controlling and binding upon such transferee with or without such transferee's consent. This Agreement shall similarly apply to any involuntary disposition under court decree or judgment creditor. In addition to any other rights or remedies that may be available at law or equity, the parties hereto shall be entitled to institute or prosecute any proceedings in any court, either in law or in equity to obtain damages for any breaches of this Agreement and/or to enforce the specific performance thereof by any party hereto and/or to enjoin any party from performing or completing any act which would be a breach of the terms of this Agreement. In the event of any alleged dispute, breach or default under the terms of this Agreement by any party, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys fees, paralegal expenses, xeroxing, long distance charges, court reporter fees, etc. incurred in connection with the enforcement of any term or provision of this Agreement whether or not in connection with any legal action or arbitration or other proceeding and whether or not includable as awardable costs in such proceedings, and such rights shall be in addition to any other remedies or damages to which the prevailing party may be entitled.

22. **DISCLOSURE.** Jacobson acknowledges and agrees that both Hewko and Casey are members of the Florida Bar have rendered legal services to the Venture. As such Hewko and Casey and their respective law firms are governed by the Rules Regulating the Florida Bar. Included in such rules is Rule 4-1.8 of the Rules of Professional Conduct which controls the ability of a lawyer to enter



into a business transaction with a client or to knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to the client except under certain circumstances. The rule requires (i) that the terms on which Hewko and Casey acquire their interest are fair and reasonable to Jacobson and are fully disclosed and transmitted in writing to Jacobson in a manner which can be reasonably understood by Jacobson; (ii) that Jacobson be given a reasonable opportunity to seek the advice of independent counsel in this transaction, and (iii) that Jacobson consent in writing thereto.

Jacobson by his execution of this agreement, acknowledges, consents and agrees that the terms and conditions upon which Hewko and Casey acquired their interest in the Venture and their Ownership Interest as described herein are fair and reasonable and in compliance with the rules regulating the Florida Bar. Jacobson further acknowledges that he has been given a reasonable opportunity to seek the advice of independent counsel and in fact has obtained the advice of \_\_\_\_\_, Esquire, a member of the Florida Bar and such other counsel of his choosing prior to his execution of this Agreement. As such by his execution of this Agreement Jacobson agrees he has consented in writing as required by the provisions of Rule 4-1.8.

23. **NOTICE.** Any notice required or permitted to be given under this agreement shall be sufficient in writing, and if hand delivered or sent certified or registered mail or by Federal Express or other courier to the parties at the addresses noted above or as to such other address such party shall have previously notified all other parties in writing in accord with this paragraph.

24. **INTEGRATION WAIVER AND SEVERABILITY.** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by all parties. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto

arising out of or effecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid and the parties further agree that provisions of this paragraph may not be waived except as herein set forth. It is agreed that this Agreement supersedes the Ownership Agreement and all prior written or oral agreements, arrangements or representations between the parties relating to the Venture, the Ownership Interests and disposition of the PATENT RIGHTS, KNOW-HOW and IMPROVEMENTS. In the event of any conflict between the terms of the Ownership Agreement and the terms of this Agreement, this Agreement shall be controlling. All agreements and covenants contained herein are severable and in the event shall be held to be invalid by a court of competent jurisdiction, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

25. **LAW AND VENUE.** In the event of any controversy or proceeding arising out of or connected to this Agreement the law of the State of Florida shall be controlling and appropriate venue shall be the court of competent jurisdiction located in West Palm Beach, Florida.

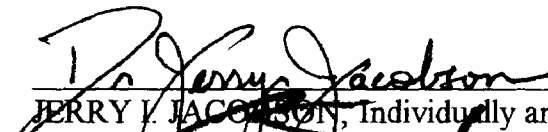
26. **CAPTIONS.** The captions appearing in this Agreement are inserted as a matter of convenience and for reference and in no way affect this agreement define, limit or describe the scope or intent of any its provisions.

27. **CONTINUANCE AND OBLIGATION AFTER DEATH.** The obligation of each owner to perform in accordance with the provisions hereof shall not cease upon his death but shall be binding upon the Venturer's heirs, executors, administrators, personal representatives, successors and/or permitted assigns. The Agreement shall be binding upon and inure to the benefit of the parties hereto their successors and permitted assigns.

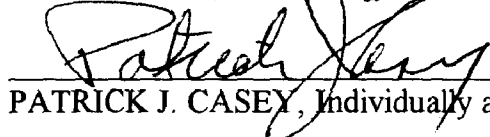
28. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number

of counterparts each of which shall be deemed to be an original of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement effective as of the date first above written.

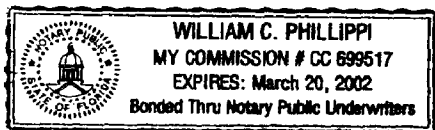
  
JERRY I. JACOBSON, Individually and as Venturer


  
ERIC HEWKO, Individually and as Venturer

  
PATRICK J. CASEY, Individually and as Venturer

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgements this December 13, 2000, personally appeared JERRY I. JACOBSON, Individually and as Venturer as aforesaid who being duly sworn states that he executed the foregoing Amended and Restated Ownership Agreement freely and voluntarily and that the terms set forth therein are true and correct. He is personally know to me and has produced a Florida's Drivers license as identification.



  
NOTARY PUBLIC  
State of Florida  
Print Name: William C. Phillippi  
My Commission Expires: 3/20/02

(NOTARIAL SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgements this April 12, 2000, personally appeared ERIC HEWKO, Individually and as Venturer as aforesaid who being duly sworn states that he executed the foregoing Amended and Restated Ownership Agreement freely and voluntarily and that the terms set forth therein are true and correct. He is personally know to me and has produced a Florida's Drivers license as identification.



ALLYSON FINNEY  
My Comm Exp. 5/8/2001  
Bonded By Service Ins  
No. CC645735  
 Personally Known  Other I.D.

Allyson Finney  
NOTARY PUBLIC

State of Florida  
Print Name: Allyson Finney  
My Commission Expires:

5-8-01

(NOTARIAL SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgements this April 12, 2000, personally appeared PATRICK J. CASEY, Individually and as Venturer as aforesaid, who being duly sworn states that he executed the foregoing Amended and Restated Ownership Agreement freely and voluntarily and that the terms set forth therein are true and correct. He is personally know to me and has produced a Florida's Drivers license as identification.



ALLYSON FINNEY  
My Comm Exp. 5/8/2001  
Bonded By Service Ins  
No. CC645735  
 Personally Known  Other I.D.

Allyson Finney  
NOTARY PUBLIC

State of Florida  
Print Name: Allyson Finney  
My Commission Expires:

5-8-01

(NOTARIAL SEAL)

**EXHIBIT "A"**

**JOINT VENTURE PATENT RIGHTS**

PATENT RIGHTS shall mean any and all rights as of United States Letters Patent as now exist, and as may hereafter be derived by reason of the (a) United States Letters Patent No. 5,269,746 dated December 14, 1993 or "Therapeutic Treatment of Mammals for Epilepsy and Parkinson's Disease," and No. 5,366,435 dated November 22, 1994 entitled "Therapeutic Treatment of Mammals"; (b) United States Letters Patent No. 5,198,181 dated March 30, 1993 entitled "Stabilizing Plasma in Thermonuclear Reactions Using Resonant Low Level Electromagnetic Fields"; (c) United States Application No. 09/148,435 filed September 4, 1998 entitled Magnetic Field Generating Device and Method of Generating and Applying of Magnetic Field for Treatment of Specified Conditions; (d) United States Application entitled "Resonating Water"; (e) any patent application and/or patent based in whole or in part on Jacobson's Resonance; (f) any patent approved in whole or in part pursuant to such patents and/or applications together with any continuations, continuations-in-part, divisions and reissues thereof or additions thereto, and (g) any foreign patent rights which shall include all applications, KNOW-HOW and IMPROVEMENTS as described in the Joint Venture Agreement, and all Foreign Patent Rights, including but not limited to the following:

1. EUROPEAN INTERNATIONAL PATENT APPLICATION NO. 89 12 2110.3-2305 PCT/US 9506417 November 30, 1989.

AUSTRIA, BELGIUM, FEDERAL REPUBLIC OF GERMANY,  
FRANCE, GREAT BRITAIN, GREECE, ITALY, LUXENBURG,  
NETHERLANDS, SPAIN, SWEDEN AND  
SWITZERLAND/LIECHTENSTEIN, AND ALL OTHER  
AVAILABLE COUNTRIES.

2. CANADIAN PATENT APPLICATION AND PATENT NO. 2.004.192-7, DATED NOVEMBER 29, 1989.
3. JAPANESE PATENT APPLICATION AND PATENT NO. 1-312231, DATED NOVEMBER 30, 1989.
4. AUSTRALIAN PATENT APPLICATION NO. 45680/89 and STANDARD PATENT NO. 641370, DATED MARCH 23, 1994.
5. NEW ZEALAND PATENT NO. 231582 DATED NOVEMBER 29, 1989.
6. SOUTH AFRICAN PATENT APPLICATION AND PATENT NO. 89/9124 DATED SEPTEMBER 26, 1990.

While it is intended that PATENT RIGHTS include any Products or Services arising out of or connected with the use of the invention described in the PATENT RIGHTS, including but not limited to any treatment, product or service using any means set forth in the PATENT RIGHTS for calculating, treating and/or applying magnetic flux densities and frequencies of electromagnetic radiation to living tissues with the intention of providing beneficial impetus and/or maintenance or resumption of healthy function or response, PATENT RIGHTS shall, however, exclude any derivative patent rights relating to the "Aging Patent" and the "Teleportation Patent" and any continuations in part, divisions and reissues thereof, or additions thereto.

1. The Aging Patent refers to United States Patent No. 6,004,257 dated December 21, 1999 entitled Method for Ameliorating the Aging Process and the Effects Thereof Utilizing Electromagnetic Energy.

2. The Teleportation Patent refers to the utilization of very weak magnetic fields as delineated by Jacobson Resonance to move matter, i.e., ponderable bodies, through space and time instantaneously and invisible to the naked eye.

EXHIBIT "B"

JACOBSON'S RESONANCE  
PATENT DEVELOPMENT LEGAL COST ADVANCES

Initials	Date
Prepared By	
Approved By	

© WILSON JONES COMPANY G7213 GREEN 7213 BUFF

MADE IN U.S.

DATE	PAYEE	JACOBSON	HEWKO	CASEY
1988				
10 19	STEELE, GOULD			500000
1989				
12 1	STEELE GOULD		750000	750000
1990				
1991				
10 23	ECKERT, SEAMONS			53334
11 28	ECKERT, SEAMONS	170000	170000	170000
12 13	ECKERT SEAMONS			20000
1992				
11 6	QUARLES + BRADY	225000	225000	98320
11 6	MED. RESEARCH		45500	
11 6	BOOSE, CASEY			126740
1993				
4 22	QUARLES + BRADY	100000	100000	100000
1 25	A. R. E. CLINIC	61500	61500	61500
9 4	QUARLES + BRADY	200000	200000	200000
1994				
3 11	QUARLES + BRADY	471654	500000	323525
4 5	QUARLES + BRADY			110000
8 19	UNIV. OF NEBR.	131200		
11 21	QUARLES + BRADY			198200
11 21	BOOSE CASEY			34169
8 17	QUARLES + BRADY	120500		
1995				
9 28	QUARLES + BRADY	100000	582000	
10 22	" "	50000		
12 1	" "	50000		
1 8	" "	50000		
2 12	" "	100000		
4 3	" "	50000		
4/3/96 TOTALS		1879874	2640000	2755789

PATENT