

RIGHT TO PURCHASE AGREEMENT

This Right to Purchase Agreement (this "Agreement") is made effective as of Monday, March 03, 2008 Effective Date between Dr. Leonard G. Horowitz through Healthy World Distributing, LLC, with a mailing location at 206 North 4th Avenue, Suite 147 Sandpoint, Idaho [83864] (hereinafter referred to as "HOROWITZ"), and Burk-Elder: Hale, Third, (hereinafter referred to as "HALE") with a mailing location at 702 Woodgate Road, Ringgold, Georgia [30736].

WHEREAS, HALE represents that it exclusively controls a Product formulated and branded as "Bion Plus Bionaid AgH₂O"; "Bionaid" and "Bion Plus Bionaid AuH₂O" (hereinafter referred to as the "PRODUCT") of which technologies of Burk-Elder: Hale, Third have been combined with water nano-technologies of Dan Nelson of Negative S LLC, and covalent silver technologies of BioAquatic Ltd. via non-circumvention, non-disclosure, proprietary rights, license and manufacturing agreements exclusively managed and operated by Burk-Elder: Hale, Third or his assigns.

WHEREAS, HALE represents that it has the sole right to grant the herein contained right to purchase the PRODUCT;

WHEREAS, HOROWITZ is desirous of acquiring the right to purchase from HALE the PRODUCT embodying the technologies covered by HALE and his said license and manufacturing agreements, for resale Worldwide under the Brand Name "Bion Plus Bionaid AgH₂O" or under private label as so approved or provided by HOROWITZ; and

WHEREAS, HOROWITZ desires to endorse the PRODUCT and act as spokesperson in any filmed media promoting the product.

WHEREAS, HALE is willing to grant said rights upon the terms and conditions hereinafter recited;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, terms, conditions, and agreements, hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency for which is acknowledged, the parties agree as follows:

1. **GRANT OF RIGHT.** In accordance with this Agreement, HALE grants HOROWITZ a right to purchase from HALE the PRODUCT for resale throughout the world in any territory and region that legally allows the sale of silver based products as a dietary supplement. HALE retains its ownership rights of the PRODUCT.

2. **REPORTS, ORDERS, & COMPENSATION.** The following shall be the agreed upon terms for ordering and payment of compensations earned from the PRODUCT:

A. It is herein agreed that the Sale Price will be fixed at the price of fifteen dollars US (\$15.00) per eight (8) ounce bottle of the PRODUCT for a period of one (1) year upon the signing of this Agreement. If on each of the successive anniversary dates of this Agreement, the costs of manufacturing increases, the sale price as herein defined will increase proportionately, not to exceed five percent (5%) of the Sale Price. If on the successive anniversary dates of this Agreement, the costs of raw materials increases by more than five percent (5%), it is herein agreed that the additional cost of raw materials will be borne by HOROWITZ. Any increase in Sale Price will be backed up in writing by HALE. Horowitz will maintain right to terminate this agreement if such increases become cost prohibitive to profitability.

B. HOROWITZ shall order PRODUCT from HALE through the use of a written purchase order. HOROWITZ will deliver to HALE or its directed payee fifty percent (50%) of the purchase price upon ordering and the balance of fifty percent (50%) ~~at the time of shipment of the product to HOROWITZ or~~ within 30 days of receipt of shipment to

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its designated third party recipient. Proof of shipment shall be provided by HALE at which time HOROWITZ shall pay ^{receipt of} ~~via wire or overnight on the next business day~~ ^{and delivery} ~~the full amount owed~~ ^{JAH 3-5-08}. If HOROWITZ is not satisfied that the PRODUCT has been properly manufactured, and or is defective, HALE shall issue a full credit on all defective PRODUCT to be applied to a subsequent purchase of non-defective PRODUCT.

^{within 30 days by check, money order, or wire service} C. HALE hereby assigns right and title to royalty payments and or mark-ups over the Sale Price paid for PRODUCT to HOROWITZ. Specifically HALE assigns any royalty payments paid by ITX for sales of the PRODUCT.

^{JAH 3-5-08} D. HALE hereby authorizes HOROWITZ to contact and deal directly ^{JAH 3-5-08} with HALE's manufacturer BioAquatic Ltd. and grants operational control of this contract to BioAquatic Ltd. should HALE or his assigns or beneficiaries become incapacitated or unable to perform functions that would facilitate the delivery of PRODUCT to HOROWITZ. HALE and its assigns or beneficiaries however to not relinquish ownership rights of its technologies, its proprietary rights and this contract should this Section 2.D. be enacted. Contact information shall be delivered to HOROWITZ after the signing of this Agreement. ^{or other third-party vendor,}

3 **AUTHORIZATION, DEFAULTS & TERMINATION.** HOROWITZ and HALE agree to abide by the obligations:

A. This Agreement shall remain in effect so long as the product is able to be legally manufactured under US Federal laws governing Food Grade Supplements or Topicals unless sooner terminated upon the mutual agreement of HALE and HOROWITZ.

B If HOROWITZ fails to pay HALE moneys payable under the terms hereof, or if HOROWITZ violates or fails to keep or perform any other obligation, term, or condition, or covenant, hereof, or if HOROWITZ shall be adjudged bankrupt or become insolvent or make an assignment for the benefit of creditors, or be placed in the hands of a receiver or Trustee in bankruptcy, then HALE may, at its option, cancel and terminate this Agreement by giving thirty (30) days written notice specifying default complained hereof, provided however, that if HOROWITZ shall, within such (30) thirty days cure the default complained of, then the notice shall cease to be operative and this Agreement shall continue in full force and effective as though such default had not occurred, and provided further that if HOROWITZ shall within such (30) days notify HALE in writing that it disputes the asserted default, the mater shall be submitted to arbitration ²⁵ hereinafter provided. ^{JAH 3-5-08}

C Termination of this Agreement granted herein shall not relieve HOROWITZ of its obligations to pay HALE moneys due and unpaid at the time of termination. Termination of this Agreement shall not impair or prejudice any cause of action or claim that one party may have against the other party for any breach of this Agreement.

4. **ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

5. **WARRANTIES.** HALE hereby warrants and represents to HOROWITZ that to the best of its Knowledge and Belief the PRODUCT manufactured by BioAquatic LTD does not infringe upon any proprietary rights of others or upon any patent or any party.

6. **TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. HALE retains the right to assign its interests in this Agreement to any other party, HOROWITZ may assign its rights in

this Agreement upon receiving prior written consent of HALE and so long as HOROWITZ continues to perform its duties under this contract.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

8. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11. **NOTICE.** All correspondence such as purchase orders, statements, payments, notices, etc. shall be considered as so delivered to HALE or HOROWITZ when sent by registered mail, postage prepaid, within (10) days' written notice thereof delivered to:

If for HALE: Burk-Elder: Hale, Third TEL: (706) 937-7379
702 Woodgate Road,
Ringgold, Georgia [30736]

If for HOROWITZ: Dr. Leonard G. Horowitz TEL: 208-265-2575
North 4th Avenue, Suite 147
Sandpoint, Idaho [83864]

12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Georgia. Parties agree if any action is taken against a supplier or manufacturer for HALE that the arbitration clause shall apply to any such actions and arbitration shall be filed in the state and jurisdiction of the supplier or manufacturer.

IN WITNESS WHEREOF, the parties hereto have executed this Right to Purchase Agreement in the presence of a notary public as of the Effective Date first written above and have executed this Agreement in duplicate, each copy of which shall for all purposes be deemed original.

FOR HALE

NOTARY

By: _____
Burk-Elder: Hale, Third

FOR HOROWITZ

NOTARY

HEALTHY WORLD DISTRIBUTING, LLC

By Leonard G. Horowitz *Overseer, Managing Member*
Dr. Leonard G. Horowitz

DATE . MARCH 5, 2008