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A.M. SEP 26 2002

P.M. 3:25

Tilley -Kibbey agreement 2-20-2001

LINDA NEAL
CIRCUIT COURT CLERK
WILSON COUNTY, TN

The terms Tilley-Kibbey, TK and Tele-Kinetic, shall be used interchangeable as needed to describe the inventions, developments, theories and product models, etc, associated with and co-owned by Carl Tilley and Robert Kibbey. All patents applied for and or received shall be considered co-owned by Robert Kibbey and Carl Tilley. All agreements which shall license this technology to other parties shall be the joint property of Kibbey-Tilley and proceeds shall be shared 50%/ 50% after a 20% deduction for joint investment in invention and product development is made. Robert Kibbey and Carl Tilley agree that they are the co-developers of the Tilley-Kibbey Field generator and all other product which are derived from the principles involved and products and theories involved in it's operation, development and use. All model built are the property of both parties and whenever possible two models shall be made and equally distributed to both parties. These models shall remain the property of Tilley and Kibbey and not sold as assets of the Company unless both Co-inventors agree to do so. Any models turned into the patent office are excluded from this, and remain the property of the Company T.K. as legally allowed by the U.S. Government This is to allow these models to be kept by family members as heirlooms or for donation to museums or offered for sale by heirs. They are also co-owners of the following theories and inventions under development by -Tilley-Kibbey. TK: Aircar, flashlight compressed photon pusher beam, anti-gravity products using pressor beam technology and static charge levitation. Also, pulsar burst stun gun, Particle beam directed energy weapon, Time portal theory and use, pyramid directed and focused magnetic, electromagnetic static discharge field. Increased yield Ac and DC generators, emergency generator, Boat aircraft and business generators. enhanced solar generators. This list of co-inventions may be added to by addendum signed by both parties. This agreement entitles both co-inventors the right to transfer their 50% share of future proceeds or stock generated from development or sale of these inventions-theories or products to their spouse by will in case of the inventors death. The inventor is not required to transfer control of their stock or proceeds to their current or future spouse and may elect as well to transfer stock or a share of the proceeds only while delegating control of future business decisions associated with the development and sale of the products theories and inventions to another party. Unless otherwise specified and agreed to in writing by both parties prior to the death of the surviving inventor, the surviving member of the two, Carl Tilley or Robert Kibbey shall be granted a veto privilege concerning control of the business activities and operations and shall be accorded the rights to 51% of the voting shares of the stock to allow them to control the operations of TK so as to fairly generate revenues and protect both parties heirs while building and expanding the Companies interest. However, in this case the other parties heirs shall still remain actual owners of 50% of the shares left in the Co-inventors company the remaining co-inventor shall exercise control of the company as though they had 51% of the stock. At the death of the surviving and final Co-inventor the stock and proceeds royalties and patents shall be allocated 50/50 among the heirs of both Co-inventors. A copy of a will concerning disbursement of stock and funds must be given to either Co-inventor and kept on file with the Company or it's assignees or Attorneys upon the request of either Co-inventor. No other agreements made prior to this or in the future shall void or alter the terms of this agreement unless agreed to by both parties in writing.

Carl Tilley 2/26/2001 Romy Soco 2-26-2001

Carl Tilley

Date

Witness

Date

Robert Kibbey

Date

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F. J. Pitt T