EXHIBIT 10.31  
  
  
Portions of this Exhibit have been omitted and confidentially and separately  
filed with the Securities and Exchange Commission with a Request for  
Confidential Treatment.  
  
  
The omitted portions are marked by opened and closed brackets as follows:  
  
 [\*]  
  
  
  
Confidential  
 DISTRIBUTION AGREEMENT  
  
 This Distribution Agreement (the "Agreement") is made as of November  
22, 1999, by and among Xxxx X. Xxxxx ("Xxxxx") and BioTek Environmental  
Services, Inc. ("BioTek"), a Texas corporation, whose principal place of  
business is 0000 Xxxxxxxx Xxxx, Xxxxx X000, Xxxxxxx, Xxxxx 00000 and Top Source  
Technologies, Inc. (the "Distributor"), a Delaware corporation, whose principal  
place of business is 000 Xxxxxxx Xxxxx, Xxxxx 000, Xxxx Xxxxx Xxxxxxx, XX  
00000-0000. All references herein to BioTek shall also refer to Xxxxx unless  
otherwise stated. BioTek is engaged in the business of growing hydrocarbon  
eating microbes. The Distributor desires to solicit and sell, as an independent  
distributor, the products or product lines particularly described on Schedule 1  
attached to this Agreement (the "Products"); and BioTek desires the Distributor  
to act as an independent distributor to solicit and sell the Products, all in  
accordance with the terms and conditions of this Agreement.  
 1. Appointment.  
(a) BioTek hereby appoints the Distributor as the exclusive  
 distributor of BioTek to solicit and sell the Products to the  
 customers described on Schedule 1 attached hereto (the  
 "Customers"). The Distributor accepts such appointment in  
 accordance with the terms of this Agreement. The Distributor  
 represents and warrants that it has the ability and experience  
 to carry out its obligations under this Agreement, and that  
 Distributor is not under any restriction prohibiting the  
 Distributor's performance under this Agreement.  
(b) If the Distributor fails to generate at least $1,000,000 in  
 revenues by May 31, 2001 (or such longer period on a month  
 ending at least 18 full months following the Distributor's  
 receipt of inventory pursuant to the initial order for  
 inventory), the Distributor's exclusivity shall cease as to  
 Customers except for those Customers (and any affiliates and  
 entity under common control) to which the Distributor has sold  
 Products. The Distributor shall retain its right to continue  
 to sell Products on a non-exclusive basis.  
 2. Term. Unless sooner terminated as provided elsewhere in this  
Agreement, this Agreement shall be effective from the date hereof and for 25  
calendar years immediately following such date, and, thereafter, it shall be  
renewed automatically on a calendar year basis, unless 180 days' prior notice is  
given by either party.  
 3. Relationship of Parties. The Distributor is an independent  
contractor, conducting all of its business in its own name and responsible for  
its own business and means of carrying out the performance of its obligations  
under this Agreement. Neither party shall have authority to make any  
representations, warranties, or guaranties on behalf of the other, to enter into  
any contracts or commitments in the name or on behalf of the other, or to bind  
the other in any way. The Distributor shall have no liability to any third party  
in connection with any representation made by the BioTek to such third party.  
The parties to this Agreement do not intend, and nothing in this Agreement shall  
be construed, to create a partnership or joint venture between them.  
  
4. General Obligations of BioTek. In addition to other provisions of this  
Agreement, BioTek shall:  
  
(a) [\*] Any cost increases not evidenced by 30 days' notice from suppliers and  
prompt notice from BioTek shall be borne by BioTek. The Distributor shall have  
the right to cause BioTek to change any of its suppliers upon 30 days' notice.  
On one occasion during any calendar year, the Distributor may have its employees  
and auditors review the books and records including electronic media of BioTek,  
and any other available information for the purpose of verifying BioTek's direct  
costs. If the parties cannot agree upon the actual direct costs, the dispute  
shall be settled by arbitration as provided by Section 25. If there is any  
variance in excess of 5%, the costs incurred in reviewing BioTek's direct costs  
and the cost of arbitration shall be paid by BioTek; supply the products within  
30 days from date of receipt of each purchase order.  
  
(b) supply the Products within 30 days from date of receipt of each purchase  
order;  
  
(c) permit the Distributor to market the Products under its own name using the  
tradename MightyClean 2000(TM) or any other mutually acceptable tradename;  
  
(d) permit the  
Distributor to offer the Products to national or key accounts on a "private  
label" basis;  
  
(e) [\*] The Distributor will promptly reimburse BioTek for the  
reasonable expenses it incurs in attending these training sessions;  
  
(f) supply customer leads in the Territory in accordance with BioTek's  
independent distributor policies;  
  
[\*] CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. (g)  
provide the Distributor with technical and sales information, literature and  
promotional materials for the Products as are made available to other BioTek  
distributors from time to time; (h) upon the reasonable request of the  
Distributor, cause its sales management and other sales personnel to participate  
in national sales meetings sponsored by the Distributor and attend sales  
presentations to potential customers. The Distributor will promptly reimburse  
BioTek for the reasonable expenses it incurs in attending these meetings and  
sales presentations; (i) not sell any Products directly or indirectly to any  
Customer or potential Customer (as defined); (j) inform all other BioTek  
distributors that the Distributor, for the duration of this Agreement, will be  
the exclusive distributor for the Territory; (k) provide the Distributor with  
technical and field sales support to the customer as deemed necessary by BioTek;  
(l) comply fully with all federal, state and local environmental, unfair trade  
practices, food and drug, occupational health and safety and other laws and  
regulations relating to the Products; (m) provide the Distributor with prompt  
written notice of any claims, governmental inquiry or investigation, lawsuit or  
arbitration relating to the Products except for routine commercial disputes over  
payment not involving the safety or effectiveness of the Products or their  
compliance with law; (n) provide the Distributor with proof of product liability  
insurance in the amount of $1,000,000 and add the Distributor as a named cover  
insured under such policy; and (o) keep this Agreement and the pricing terms  
contained herein confidential in view of the fact that public disclosure would  
be harmful to the Distributor's ability to fulfill its obligations hereunder.  
Provided, however, solely to the extent that Distributor publicly discloses any  
of the terms of this Agreement in a press release or filing with the Securities  
and Exchange Commission, the foregoing confidentiality provision shall not  
apply.  
 . General Obligations of Distributor. The Distributor shall: (a) use  
its best efforts at all times to promote, market and sell the Products in the  
Territory, which shall include, without limitation, employing or engaging such  
personnel and assistance as may be necessary to promote and sell the Products,  
attending training seminars, maintaining personal contact with Customers, and  
complying with such other reasonable and customary marketing and sales efforts;  
(b) not modify, improve, or otherwise alter any of the Products, unless prior  
written consent is obtained from BioTek; (c) portray fairly, accurately and in  
good faith BioTek's Products and not knowingly take any actions which are  
adverse to BioTek's best interests or which might harm BioTek's reputation; (d)  
be responsible for and pay all costs and expenses of the Distributor associated  
with this Agreement, its obligations hereunder and the conduct of its business,  
except as provided for in Section 4. (e) advise BioTek immediately of any  
complaints received regarding the Products thereof; provided, however, that the  
Distributor has no authority to, and shall not, make any offer on behalf of  
BioTek with regard thereto without BioTek's prior written consent; (f) secure  
and maintain all necessary licenses and permits required to operate its business  
and comply in all material respects with all laws applicable to it and the sale  
of the Products; (g) cause its affiliates and employees to abide by the  
provisions of this Agreement and be responsible for all acts and omissions of  
such persons; (h) provide follow-up and support services to customers  
appropriately tailored to ensure customer satisfaction; and (i) provide such  
other services related or incidental to the Distributor's obligations under this  
Agreement as BioTek and the Distributor may agree upon from time to time.  
  
6. Acceptance of Orders and Terms of Sale. Each order for the Products submitted  
by the Distributor to BioTek shall be in writing, set forth the types and  
quantity of the Products ordered and requested shipment date(s), and otherwise  
be in accordance with BioTek's order placement requirements as established from  
time to time. BioTek shall acknowledge each purchase order in writing as soon as  
practical and may not cancel such orders. All Products shall be shipped f.o.b.  
Houston as disclosed on each order. Unless, the Distributor gives prior notice  
of defective Products to BioTek, all payments for the cost of Products shall be  
due 30 days after receipt of the Products. [\*]  
  
  
 [\*]  
7. Warranty. BioTek represents and warrants to the Distributor that all Products  
supplied by it (i) shall not infringe upon or violate any patent, copyright,  
Trade Secret, as defined, trade xxxx, other proprietary right or any  
Confidential Information, as defined; (ii) shall at all times comply with all  
laws, rules and regulations including those relating to the environment, food,  
drug or health concerns, and occupational safety or other work related matters,  
(iii) shall be free from any defects, and (iv) shall be merchantable and fit for  
their intended purpose. It is specifically intended by the parties to this  
Agreement that the provisions of Article 2 of the Florida Uniform Commercial  
Code, Section 672.314 and 672.315, including any case law interpreting these  
sections, are applicable to this Agreement.  
  
8. Proprietary Rights Escrow. Concurrently with execution of this Agreement,  
BioTek shall place in escrow with Xxxxxxx Xxxxxx, P.A. the Products' formula,  
specifications, manufacturing instructions and other Trade Secrets and  
Confidential Information necessary for a party to manufacture or produce the  
Products (the "Escrowed Information"). The Distributor shall be entitled to  
receive and be an owner of the Escrowed Information within 24 hours of written  
demand and entitled to manufacture and produce the Products itself or contract  
with a third party to do so upon the occurrence of any of the following:  
  
 (a) BioTek's failure to fill the Distributor's order for the Products  
within 60 days of the date of a purchase order; or [\*] CONFIDENTIAL PORTIONS  
OMITTED AND FILED SEPARATELY WITH THE COMMISSION.  
 (b) BioTek's insolvency, voluntary abandonment or cessation of  
business, the revocation of any articles of incorporation or similar charter or  
license of BioTek or the dissolution or liquidation of BioTek; or  
 (c) BioTek's entering into or filing by or against BioTek a petition,  
arrangement or proceeding seeking an order for relief under the bankruptcy laws  
of the United States or any other similar federal or state laws, a receivership  
for any of its assets, a composition with or assignment for the benefit of its  
creditors, a readjustment of debt or the marshalling of its assets. The parties  
shall enter into a Proprietary Rights Escrow Agreement in the form annexed as  
Schedule 9 which shall permit the Distributor at its cost and expense to retain  
an expert to have full access to the Escrowed Information for the purpose of  
ascertaining and verifying that the Products are fit for their intended purpose  
as described on Schedule 1. BioTek shall co-operate fully with the expert who  
shall execute any reasonable and customary non-disclosure agreement.  
  
9. Proprietary Rights and Indemnification. BioTek shall defend, indemnify and  
hold harmless the Distributor and any licensee at BioTek's sole expense from any  
claim or action brought against the Distributor or any licensee to the extent  
that it is based on a claim that the Products infringe a patent, copyright,  
Trade Secret, trademark or any other proprietary right or Confidential  
Information, and BioTek shall pay all damages and costs arising therefrom  
including reasonable attorneys fees, expert witness fees and disbursements  
awarded against the Distributor or any licensee. Provided, however, that the  
Distributor and such licensees shall not individually be entitled to any  
indemnification unless the affected party provides written notice to BioTek  
within 10 business days from receipt of the initial claim, lawsuit or  
arbitration procedure and allows BioTek the right to defend the claim on its  
behalf. This indemnification right shall not affect any other rights or remedies  
of law or in equity as a result of any alleged infringement.  
  
10. Trademarks. The Distributor shall promote and sell the Products under the  
trademarks set forth on Schedule 10 attached to this Agreement and under such  
other marks as the Distributor may from time to time trademark for distribution  
of the Products (the "Trademarks"). The Trademarks will be the sole property of  
the Distributor. Neither party shall acquire any rights, title, interest or  
license (express or implied) in any trademarks of the other. The Distributor  
shall not use the Trademarks in any manner likely to confuse, mislead or deceive  
the public, or to be injurious to, or contrary to the best interest of, BioTek.  
The Trademarks shall be used by the Distributor solely to designate the  
Products. Each party shall inform the other of any infringement known to it of  
its trademarks and, the other party's part in preventing or defending any such  
infringement. Each Party shall also inform the other promptly of any claim of a  
third party of infringement by the other.  
  
11. Restrictive Covenants. During the term of this Agreement, and for a period  
of two years after the expiration or termination hereof for any reason  
whatsoever, BioTek shall not, either directly or indirectly, on BioTek's own  
behalf or in the service or on behalf of others (i) solicit, divert or hire  
away, or attempt to solicit, divert or hire away, any person employed by the  
Distributor or any of its subsidiaries, or (ii) solicit business from or sell or  
market any Products to any Customer of the Distributor. For purposes of this  
Section 11 the term "Customer" means any person, firm, corporation, partnership,  
association or other entity to which the Distributor or any of its subsidiaries  
or licensee, or any of its affiliates sold or provided Products during the  
24-month period prior to the time at which any determination is required to be  
made as to whether any such person, firm, corporation, partnership, association  
or other entity is a Customer. It also includes any affiliate or entity under  
common control with any Customer.  
  
12. Confidential and Proprietary Information. In connection with the business  
relationship between the parties, the Distributor and BioTek may each have  
access to certain confidential information of the other that is not generally  
known to the public which includes, but is not limited to, designs,  
specifications and technical information, advertising strategies, market targets  
and marketing plans, information regarding present and prospective Customers,  
suppliers, types of services and products, pricing, special customer  
requirements, business strategies and methods and financial information and  
other information other than Trade Secrets (as defined below) ("Confidential  
Information"); provided, that, Confidential Information shall include  
information specifically designated as a Trade Secret that is, notwithstanding  
the designation, determined by a court of competent jurisdiction upon final  
appeal not to be a trade secret under applicable law.  
  
 "Trade Secrets" are defined as information including, but not limited  
to, technical or nontechnical data, a formula, a pattern, a compilation, a  
program, a devise, a method, a technique, a drawing, a process, financial data,  
financial plans, product plans, or a list of actual or potential customer or  
suppliers, which derives economic value, actual or potential, from not being  
generally known to, and not being readily ascertainable by proper means by,  
other persons who can obtain economic value from its disclosure or use, and  
which is the subject of efforts that are reasonable under the circumstances to  
maintain its secrecy. To the extent that the foregoing is inconsistent with the  
definition of "trade secret" mandated by applicable law, the foregoing shall be  
deemed amended to the degree necessary to render it consistent with applicable  
law. Information shall be deemed to be treated as secret and confidential by a  
party with respect to any oral communication if denominated as confidential  
immediately before, during or after the communication.  
  
 During the term of this Agreement and for a period of 24 months after  
the expiration or termination hereof for any reason whatsoever, and as to Trade  
Secrets, for so long afterwards as the data or information remain "Trade  
Secrets," the Distributor and BioTek shall not use, disclose, disseminate,  
publish or otherwise divulge or make available, directly or indirectly, to any  
person, any Confidential Information or Trade Secrets of the other, except with  
the prior express written consent of the other or strictly in the performance of  
their duties hereunder. After the expiration or termination of this Agreement,  
each party shall return to the other all physical embodiments of Confidential  
Information and Trade Secrets in its possession or control and retain no copies  
thereof or notes with respect thereto.  
  
13. Injunctive Remedies. The parties acknowledge and agree that monetary damages  
will not be an adequate remedy for a breach by the other of any of the  
provisions of Sections 11 and 12 of this Agreement and the irreparable injury  
will result to other party, its business and property in the event of such a  
breach. Accordingly, the parties acknowledge and agree that each may, in  
addition to recovering damages, proceed in equity to enjoin the other from  
violating any of the provisions of this Agreement. For purposes of Sections 11  
and 12 of this Agreement, the term Distributor and BioTek shall include all  
owners, directors, officers, employees, independent contractors and agents of  
the Distributor and BioTek, and the Distributor and BioTek shall take all  
appropriate actions to ensure that each of them is bound by the terms of the  
referenced Sections hereof.  
  
14. Termination of Agreement. This Agreement may be terminated at any time:  
  
- by mutual written consent of the parties hereto;  
  
- by Distributor, upon BioTek's failure, refusal or inability to perform any of  
its obligations under this Agreement (all of which are acknowledged to be  
material), after such breach has not been cured within 60 days after written  
notice thereof has been given by Distributor to BioTek.  
  
- by BioTek, upon Distributor's failure, refusal or inability to perform any of  
its obligations under this Agreement (all of which are acknowledged to be  
material), after such breach has not been cured within 60 days after written  
notice thereof has been given by BioTek to Distributor.  
  
- by Distributor, upon breach of any material warranty or representation made by  
BioTek in the Agreement.  
  
 Upon expiration or termination of this Agreement, the Distributor shall  
cease immediately all promotion, sales and service of the Products, cease use of  
the Trademarks, BioTek names and logos, and return to BioTek all forms,  
contracts, price lists, sales literature, technical documentation, and other  
documents and items relating to the Products and services, all of which are  
acknowledged to be proprietary to and the sole property of BioTek. Provided,  
however, the Distributor may continue to sell all Products remaining in  
inventory.  
 Termination shall not affect any claim, demand, liability or right of  
either party hereto arising pursuant to this Agreement prior to the termination  
or expiration hereof or arising after termination or expiration in connection  
with any of the rights or obligations which survive termination of this  
Agreement.  
 15. Force Xxxxxx. BioTek and Distributor shall each be excused from any  
delay in performance or for non-performance of any of the terms and conditions  
of this Agreement caused by any circumstances beyond their respective control,  
including, but not limited to, any act of God, fire, flood, or government  
regulation, direction or request, or accident, labor dispute, unavoidable  
breakdown, civil unrest or disruption to the extent that any such circumstances  
affect the Products, delivery, acceptance, transportation, sale, or consumption  
of Products. Each party agrees to give the other circumstances which might give  
rise to a delay, interruption or reduction of any delivery or acceptance of  
Products.  
  
 16. Severability. If any provision of this Agreement is held to be  
illegal, invalid or unenforceable under present or future laws effective during  
the term hereof, such provision shall be fully severable and this Agreement  
shall be construed and enforced as if such illegal, invalid or unenforceable  
provision had never comprised a part hereof and the remaining provisions hereof  
shall remain in full force and effect and shall not be affected by the illegal,  
invalid or unenforceable provision by its severance herefrom.  
  
 17. Assignment. The Agreement is not assignable, by operation of law or  
otherwise by BioTek without the prior written consent of the Distributor. The  
Distributor, at its sole option may assign the Agreement and it shall inure to  
the benefit of and be enforceable by any successor, assignee or legal  
representative of Distributor.  
  
 18. Counterparts. This Agreement may be executed in one or more  
counterparts, each of which shall be deemed an original but all of which  
together shall constitute one and the same instrument. The execution of this  
Agreement may be by actual or facsimile signature.  
  
 19. Benefit. This Agreement shall be binding upon and inure to the  
benefit of the parties hereto and their legal representatives, successors and  
assigns.  
  
 20. Notices and Addresses. All notices, offers, acceptance and any  
other acts under this Agreement (except payment) shall be in writing, and shall  
be sufficiently given if delivered to the addressees in person, by Federal  
Express or similar receipted delivery, by facsimile delivery or, if mailed,  
postage prepaid, by certified mail, return receipt requested, as follows:  
  
Distributor:  
 Top Source Technologies, Inc.  
 0000 Xxxxxxx Xxxxx  
 Xxxxx 000  
 Xxxx Xxxxx Xxxxxxx, Xxxxxxx 00000  
 Attention: Xx. Xxxxxxx X. Xxxxxx, Xx.,  
 President  
  
With a copy to: Xxxxxxx X. Xxxxxx, Esq.  
 Xxxxxxx Xxxxxx, P.A.  
 0000 Xxxx Xxxxx Xxxxx Xxxx.  
 Xxxxx 000  
 Xxxx Xxxx Xxxxx, XX 00000  
 Facsimile (000) 000-0000  
  
BioTek and Xxxxx: BioTek Environmental Services, Inc.  
 0000 Xxxxxxxx Xxxx  
 Xxxxx X000  
 Xxxxxxx, XX 00000  
 Facsimile: (000) 000-0000  
 Attention: Xx. Xxxx X. Xxxxx, President  
  
or to such other address as either of them, by notice to the other may designate  
from time to time. The transmission confirmation receipt from the sender's  
facsimile machine shall be conclusive evidence of successful facsimile delivery.  
Time shall be counted to, or from, as the case may be, the delivery in person or  
by mailing.  
  
 21. Attorney's Fees. In the event that there is any controversy or  
claim arising out of or relating to this Agreement, or to the interpretation,  
breach or enforcement thereof, and any action or proceeding including an  
arbitration proceeding is commenced to enforce the provisions of this Agreement,  
the prevailing party shall be entitled to an award by the court or arbitrator,  
as appropriate, of reasonable attorney's fees, including the fees on appeal,  
costs and expenses.  
  
 22. Oral Evidence. This Agreement constitutes the entire Agreement  
between the parties and supersedes all prior oral and written agreements between  
the parties hereto with respect to the subject matter hereof. Neither this  
Agreement nor any provision hereof may be changed, waived, discharged or  
terminated orally, except by a statement in writing signed by the party or  
parties against which enforcement or the change, waiver discharge or termination  
is sought. Notwithstanding the above it is acknowledged that in entering into  
this Agreement, the Distributor has specifically relied on representations of  
BioTek that: (i) the Products are 100% environmentally safe; (ii) that neither  
Food and Drug Administration nor Environmental Protection Agency or similar  
approvals are required to use, manufacture or distribute the Products; and (iii)  
BioTek and/or Xxxxx owns the Products. In the event it is later discovered that  
any one of these representations are not true, the Distributor has the right to  
unilaterally terminate the Agreement and recover direct and indirect costs  
incurred in promoting and distributing the Products and other damages it incurs  
including consequential damages.  
  
 23. Additional Documents. The parties hereto shall execute such  
additional instruments as may be reasonably required by their counsel in order  
to carry out the purpose  
  
 24. Governing Law This Agreement and any dispute, disagreement, or  
issue of construction or interpretation arising hereunder whether relating to  
its execution, its validity, the obligations provided herein or performance  
shall be governed or interpreted according to the internal laws of the State of  
Florida without regard to choice of law considerations.  
  
 25. Arbitration. Any controversy, dispute or claim arising out of or  
relating to this Agreement, or its interpretation, application, implementation,  
breach or enforcement which the parties are unable to resolve by mutual  
agreement, shall be settled by submission by either party of the controversy,  
claim or dispute to binding arbitration in West Palm Beach, Florida (unless the  
parties agree in writing to a different location), before a single arbitrator in  
accordance with the rules of the American Arbitration Association then in  
effect. In any such arbitration proceeding the parties agree to provide all  
discovery deemed necessary by the arbitrator. The decision and award made by the  
arbitrator shall be final, binding and conclusive on all parties hereto for all  
purposes, and judgment may be entered thereon in any court having jurisdiction  
thereof.  
  
  
  
  
  
  
  
 IN WITNESS WHEREOF, BioTek, Xxxxx and the Distributor have  
executed this Distribution Agreement on the date and year first above written.  
  
Witnesses: BioTek Environmental Services, Inc.  
  
  
  
 By:  
--------------------------  
 Xxxx X. Xxxxx, President  
  
  
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 Top Source Technologies, Inc.  
 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. Xxxxxx, Xx., President  
  
  
  
  
  
  
  
  
  
  
 SCHEDULE 1 TO AGREEMENT AMONG  
 XXXX X. XXXXX, BIOTEK ENVIRONMENTAL SERVICES, INC. AND  
  
 TOP SOURCE TECHNOLOGIES, INC.  
  
 CUSTOMER As used in this Agreement, the Distributor shall have the exclusive  
right to market an sell the Products anywhere in the world to customers or  
potential customers engaged in any aspect of the automotive and food service  
business, which term "business" is not limited to for profit entities (the  
"Customers"). The term "automotive" includes but is not limited to,  
manufacturers of automobiles and trucks, manufacturers and assemblers of  
components used in automobiles and trucks, automotive and truck dealers,  
businesses which repair automobiles and trucks and/or sell gasoline and oil,  
businesses which provide maintenance services to automobiles and trucks such as  
tire and battery stores, truck stops, quick lube dealers and all businesses  
which use multiple automobiles to provide services to others, such as United  
Parcel Service, Federal Express, other delivery services, trucking companies,  
corporations and other entities which use fleets of automobiles and trucks and  
municipalities and other governmental units. The term "food service" refers to  
restaurants, fast food stores, food distributors and manufacturers of food  
products including meat packers, poultry providers and businesses engaged in  
catching, harvesting, packing or distributing fish or seafood.  
  
  
  
  
  
  
  
 SCHEDULE 1 TO AGREEMENT AMONG  
 XXXX X. XXXXX, BIOTEK ENVIRONMENTAL SERVICES, INC. AND  
  
 TOP SOURCE TECHNOLOGIES, INC.  
  
 PRODUCTS  
  
As used in this Agreement, "Products" refer to MightyClean 2000(TM), an  
industrial surfactant containing hydrocarbon specific microbes that will degrade  
oil, gas, hydraulic fuels, other petrochemical fluids, and other oils derived  
from vegetable, animal or hydrocarbon products.  
  
  
  
  
  
  
  
 SCHEDULE 4 TO AGREEMENT AMONG  
 XXXX X. XXXXX, BIOTEK ENVIRONMENTAL SERVICES, INC. AND  
  
 TOP SOURCE TECHNOLOGIES, INC  
  
 COMMISSION  
  
  
 [\*]  
  
  
  
  
  
  
  
  
 CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION.  
  
  
  
  
  
 SCHEDULE 9 TO AGREEMENT AMONG  
 XXXX X. XXXXX, BIOTEK ENVIRONMENTAL SERVICES, INC. AND  
  
 TOP SOURCE TECHNOLOGIES, INC  
  
 "FORM OF PROPRIETARY RIGHTS ESCROW AGREEMENT"  
  
  
  
  
  
  
  
  
 SCHEDULE 10 TO AGREEMENT AMONG  
 XXXX X. XXXXX, BIOTEK ENVIRONMENTAL SERVICES, INC. AND  
  
 TOP SOURCE TECHNOLOGIES, INC  
  
 TRADEMARKS  
  
 MightyClean 2000(TM); any other trademark legally available that the  
Distributor may deem necessary to carry out the terms of the Agreement.