

February 11, 2002

Curt Hendrix
3535 Beverly Glen Terrace
Sherman Oaks, CA 91423

Dear Curt:

These are the basic terms and conditions of our agreement regarding Quantum's exclusive and non-exclusive sales rights for PR-Osteo, LLC's migraine formula and its rights to the use of Quantum's trademark. Just to set the record straight, it's Quantum's understanding that PR-Osteo is a company that has the rights to license the migraine formula for use in the natural product class of trade on behalf of you, Curt Hendrix, the owner of the patent, and that the product itself will be manufactured by a third party facility of your choosing.

- Quantum will purchase Migra-lieve in bulk. Orders will be placed at least six weeks lead-time.
- Quantum's cost is \$3.05 per 60 tablets. Any rise in prices to us can be instituted with a 90 day advance written notice. Price changes to Quantum will be based upon you maintaining the same margin as in this opening order.
- Quantum will order a minimum of 60,000 tablets at a time.
- Initial terms: 50% with order; 50% upon receipt of order
- Quantum will be responsible for bottling and labeling.
- PR-Osteo will provide Quantum with copies of both its and its contract manufacturer's product liability insurance. Quantum acknowledges that the current liability insurance covering Migra-Lieve is about to expire and there may be a period of time that there is a lapse in coverage. PR-Osteo will do its best to keep such time to a minimum.
- For the thirty months, starting on March 1, 2002, Quantum will have all sales and marketing rights for the patented product currently known as Migra-Lieve, and any future formula modifications, for the Health Food and Natural Product Store Class of Trade including GNC stores, and, non-exclusive rights to sell the product over the internet. After the initial thirty months have passed, Quantum may, at its option, extend this agreement for additional two year periods, as long as it thereafter purchases 450,000 tablets per quarter (7,500 bottles at 60 pills per bottle). PR-Osteo may cancel this agreement with 60 days notice if Quantum does not meet its minimum sales commitment. Quantum will have the right to sell out remaining inventory. Quantum will have 60 days to remedy a cancellation.
- Trademark License: In exchange for the sales and marketing rights stated here, Quantum licenses the use of its migraine product trademark under the conditions

stated above (Migrelief, Registration #2,002,902) to PR-Osteo, LLC for use in any class of trade other than health food or natural product stores. PR-Osteo may sub-license the mark. If PR-Osteo chooses to cancel this agreement it may continue to use the trademark by purchasing all rights to the trademark from Quantum for \$25,000 within ninety days of cancellation.

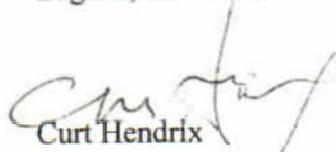
- PR-Osteo will provide Quantum with reproduction rights to all current and future sales literature, books, studies, etc about the product (to which you hold rights) and it's ingredients and allow us to reference them as needed to promote the product. Quantum will also have access to you and others who have reviewed or studied the product, for promotional purposes, with fees to be negotiated for such promotional work. .
- Finally, both parties agree to hold the other harmless for any sort of legal problems that their individual activities relating to the trademark may engender, and should there be a dispute, the prevailing party will receive legal fees.

Please sign your name and have your brother sign his and return one copy to me at Quantum, Inc.

Sincerely,


  3-8-02

Eve McClure
President
Quantum, Inc.
754 Washington Street
Eugene, Or 97401



Curt Hendrix

Date 3-7-02


Steven Hendrix
Manager
PR-Osteo, LLC
23637 Park Capri, Unit 36
Calabasas, CA 91302

Date 3-7-02