

HARD COPY

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

COPY

In the Matter of

**BIOELECTRONICS CORPORATION,
IBEX, LLC,
ST. JOHN'S, LLC,
ANDREW J. WHELAN,
KELLY A. WHELAN, AND
ROBERT P. BEDWELL,**

Respondents.

Administrative Proceeding
File No. 3-17104

**RESPONDENTS' MOTION FOR LEAVE TO SUPPLEMENT THE RECORD
PURSUANT TO COMMISSION RULES OF PRACTICE 323 AND 452**

INTRODUCTION

Pursuant to the U.S. Securities and Exchange Commission's Rules of Practice 323 and 452, Respondents Bioelectronics Corporation (“BioElectronic”), Ibex, LLC, St. John’s, LLC, Andrew J. Whelan and Kelly A. Whelan (collectively, “Respondents”)¹, respectfully move the Commission for leave to supplemental the record with evidence that is critical to the proper resolution of this matter. Such evidence either became available after the Administrative Law Judge (“ALJ”) issued the December 13, 2016 Initial Decision (“Initial Decision”), or the need for which only became apparent after the Initial Decision.

FACTUAL BACKGROUND

In February 2017, approximately two months after the Initial Decision, the United States Food & Drug Administration (“FDA”) approved BioElectronics’ long sought FDA market clearance application to sell its pain products over the counter nationwide. Previously BioElectronics’ pain management products could only be sold in Europe or by prescription in the United States (the “FDA Clearance”). Pursuant to Rule 323 Respondents seek judicial notice of the FDA Clearance at **Exhibit 1**.

Respondents also seek judicial notice of the Internal Revenue Code section 6621(a) and Civil Judgement Code section 228 USC §1961(a) rate tables (the “Interest Rate Tables”) Respondent believes such Rate Tables will help the Commission understand certain of its arguments in its opening brief. Copies the Interest Rate Tables are attached hereto **Exhibit 2**.

Finally, pursuant to Rule 452, Respondents seek to have the Declaration of Stanley C. Morris and Brian Flood, that were previously submitted to ALJ Elliot in support of Respondent’s Post Hearing Motion to Correct Manifest Errors of Fact In Initial Decision Dated December 13, 2016 (the “Supplemental Evidence”), but it is unclear if those declarations and attachments thereto

¹ All Respondents excluding only Robert P. Bedwell.

were made a part of the formal record. Copies of the Supplemental Evidence are attached hereto at **Exhibit 3**.

ARGUMENT AND AUTHORITIES

A. The Commission Must Take Judicial Notice of the FDA Clearance and Rate Tables Under Rule of Practice 323 Standard for Judicial Notice

Rule of Practice 323 provides that "[o]fficial notice may be taken of any material fact which might be judicially noticed by a district court of the United States, any matter in the public official records of the Commission, or any matter which is peculiarly within the knowledge of the Commission as an expert body."

The FDA Clearance of BioElectronic's products in February 2017, approximately two months after the Initial Decision, is an official, public document that qualifies for judicial notice under this standard. 17 C.F.R. § 201.323.

Similarly, the Internal Revenue Code section 6621(a) and Civil Judgement Code section 228 USC §1961(a) (the "Interest Rate Tables"), are official public documents that qualify for judicial notice under this standard. 17 C.F.R. § 201.323.

B. The Commission Should Grant Leave to Adduce Supplement Evidence Under the Rule 452 Standard.

Rule of Practice 452 provides that "a party may file a motion for leave to adduce additional evidence at any time prior to issuance of decision by the Commission." 17 C.F.R. Respondents must show that the evidence is: (1) material; and (2) there are reasonable grounds for failure to adduce the evidence earlier in the proceeding. *John Thomas Capital Mgmt. Grp. LLC*, Exchange Act Release No. 73819, Commission Order Granting Review and Scheduling Briefs, Dec. 11, 2014.

The Supplemental Evidence easily meets the applicable standard. As to the first prong of the standard, the Supplemental Evidence is not just "material," it is critical to the proper understanding of each sale of IBEX into the securities markets, the time period the security was held prior to sale, and the proceeds from such sale because it contains a declaration and certain calculations performed by an accountant. Furthermore, the Supplement Evidence is also critical for calculating the statute of limitations arguments under 24 U.S.C. 2462 because it contains a declaration of Stanley C. Morris and certain tolling agreements entered between the Division and the Respondents.

As to the second prong, the Supplemental Information was submitted approximately two weeks after the Initial Decision as part of Respondents Post Hearing Motion to Correct Manifest Errors of Fact In Initial Decision Dated December 13, 2016, but it remains unclear if those declarations and attachments thereto were made a part of the formal record. The Respondents only became aware of the significance of the evidence and errors in the Initial Decision after reading the Initial Decision on or about December 13, 2016. The Commission in the Matter of *Ralph W. LeBlanc* permitted the respondent to adduce additional evidence where he was "not aware of the significance" of the evidence "until the law judge's decision issued." Securities Exchange Act Release No. 48254, 2003 WL 21755845, at *6 n.23 (July 30, 2003).

In any event, fairness dictate their inclusion in the record, which Respondent believes will help the Commission understand certain of its arguments in its opening brief which referenced the Supplemental Evidence attached hereto at **Exhibit 3**. For these reasons, the attached exhibits should be considered by the Commission as additional evidence in making its decision.

Dated: Santa Monica, California
March 29, 2017

Respectfully submitted,

CORRIGAN & MORRIS, LLP

By: Stanley C. Morris

Stanley C. Morris

(scm@cormorllp.com)

Corrigan & Morris LLP

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Food and Drug Administration
10903 New Hampshire Avenue
Document Control Center - WO66-G609
Silver Spring, MD 20993-0002

February 3, 2017

BioElectronics Corporation
Andrew Whelan
President
4539 Metropolitan Court
Frederick, Maryland 21704

Re: K152432
Trade/Device Name: ActiPatch®
Regulation Number: 21 CFR 890.5290
Regulation Name: Shortwave Diathermy
Regulatory Class: Class II
Product Code: PQY
Dated: December 2, 2016
Received: December 2, 2016

Dear Mr. Whelan:

We have reviewed your Section 510(k) premarket notification of intent to market the device referenced above and have determined the device is substantially equivalent (for the indications for use stated in the enclosure) to legally marketed predicate devices marketed in interstate commerce prior to May 28, 1976, the enactment date of the Medical Device Amendments, or to devices that have been reclassified in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act (Act) that do not require approval of a premarket approval application (PMA). You may, therefore, market the device, subject to the general controls provisions of the Act. The general controls provisions of the Act include requirements for annual registration, listing of devices, good manufacturing practice, labeling, and prohibitions against misbranding and adulteration. Please note: CDRH does not evaluate information related to contract liability warranties. We remind you, however, that device labeling must be truthful and not misleading.

If your device is classified (see above) into either class II (Special Controls) or class III (PMA), it may be subject to additional controls. Existing major regulations affecting your device can be found in the Code of Federal Regulations, Title 21, Parts 800 to 898. In addition, FDA may publish further announcements concerning your device in the Federal Register.

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to: registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); medical device reporting (reporting of medical device-related adverse events) (21 CFR 803); good manufacturing practice requirements as set forth in

the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Act); 21 CFR 1000-1050.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please contact the Division of Industry and Consumer Education at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address

<http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>. Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21 CFR Part 807.97). For questions regarding the reporting of adverse events under the MDR regulation (21 CFR Part 803), please go to

<http://www.fda.gov/MedicalDevices/Safety/ReportaProblem/default.htm> for the CDRH's Office of Surveillance and Biometrics/Division of Postmarket Surveillance.

You may obtain other general information on your responsibilities under the Act from the Division of Industry and Consumer Education at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address

<http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>.

Sincerely yours,

Michael J. Hoffmann -S

for Carlos L. Peña, PhD, MS
Director
Division of Neurological
and Physical Medicine Devices
Office of Device Evaluation
Center for Devices and Radiological Health

Enclosure

Indications for Use

510(k) Number (if known)
K152432

Device Name
ActiPatch®

Indications for Use (Describe)

Adjunctive treatment of musculoskeletal pain related to: (1) plantar fasciitis of the heel; and (2) osteoarthritis of the knee

Type of Use (Select one or both, as applicable)

Prescription Use (Part 21 CFR 801 Subpart D)

Over-The-Counter Use (21 CFR 801 Subpart C)

CONTINUE ON A SEPARATE PAGE IF NEEDED.

This section applies only to requirements of the Paperwork Reduction Act of 1995.

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Section 5: ActiPatch 510(k) Summary

1. Submitter's Name:

BioElectronics Corporation

2. Address:

4539 Metropolitan Court
Frederick, MD 21704
United States
Phone: 301-874-4890
Fax: 301-874-6935

Contact Person:

Andrew Whelan
President and Chief Executive Officer

3. Date Prepared:

December 1, 2016

4. Trade Name:

ActiPatch®

5. Common Name

Non-thermal Shortwave Therapy

6. Product Classification:

21 CFR § 890.5290(b)
Product code ILX

7. Predicate Devices:

ActiBand (K022404), Ivivi (K070541), Orthocor (K092044)

8. Description of Device:

The ActiPatch® device is a pulsed shortwave therapy device. The circuitry consists of low voltage (3 V) digital/analog electronics that control all timing functions to produce the therapeutic radiofrequency (RF) field, where the antenna is placed directly above the therapeutic site. This closed loop system of the antenna, low energy signal generator circuit, and battery power supply, transfers the RF energy to the target tissue as a localized therapy with no far field effects.

9. Intended Use:

Adjunctive treatment of musculoskeletal pain related to: (1) plantar fasciitis of the heel; and (2) osteoarthritis of the knee.

10. Standards:

ISO 13485:2003 Quality System Standard
ISO 13485:2012 Medical Devices: Quality Management Systems
ISO 14155 Clinical investigation of medical devices for human subjects.
ISO 14971: 2012 Risk Management
ISO 10993-6:2009 Part 6 Evaluations of Medical Devices
SOR/ 98-282 G D 207 & GD 210 Canadian MDR Quality Systems
93/42/EEC 2012/47/EC Council Directive
BS EN ISO 15223-1:2012 Labeling of Medical Devices
EN 1041:2008 Information Supplied with Medical Devices
EN 60601-1-2:2012 Electromagnetic Compatibility Requirements & Tests
EN 60601-1-11: 2010 Home Health Care Environment
EN 60601 -1: 2006 Medical Electrical Equipment Requirements and Tests
EN 60601-2-3: 2012 Short-Wave Therapy Equipment
EN 60601-2-10: 2001 Safety of Nerve and Muscle Stimulators
MEDDEV 2.7.1 Rev. 3 Clinical Evaluation
MEDDEV 2.12-1 Rev.8 Vigilance System in Europe
MEDDEV 2.12/2 rev. 2 Post Market Clinical Follow-Up Studies
MEDDEV 12.2-2 Rev. 2 Post Market Surveillance

11. Summary of technological characteristics:

The ActiPatch® device has the following technological characteristics (TABLE 1). The ActiPatch operates at 27.12MHz shortwave frequency, pulsing at a 1000 pulses per second with a pulse width of 100µsecs. The duty cycle is therefore 10%. The power source is a 3V battery (CR 2032), producing a peak spatial power density of 73 microWatts/cm².

Table 1. Technological characteristics of the ActiPatch® Shortwave Therapy Device

Carrier frequency	27.12MHz
Peak spatial power density	73 microwatts/ cm ²
Pulse rate	1000 pulses per second
Pulsed on duration	100 micro seconds
Power source	Battery CR2032
Antenna size	12cm or 6cm
Treatment area	110cm ² or 30cm ²
Weight	9.5 grams
Operation time (lifetime of battery)	720 hours
Recommended Treatment Time	Minimum of 12 hours per day

12. Substantial Equivalence:

Substantial Equivalence Comparison Table

	BioElectronics ActiPatch®	ActiBand (K022404)	Ivivi (K070541)	Orthocor (K092044)
Indication for Use	Adjunctive treatment of musculoskeletal pain related to: (1) plantar fasciitis of the heel; and (2) osteoarthritis of the knee	Treatment of edema Following Blepharoplasty	Adjunctive use in the palliative treatment of post-operative pain and edema in superficial soft tissue.	Adjunctive use in the palliative treatment of postoperative pain and edema in superficial soft tissue. Temporary relief of minor muscular and joint aches and pains associated with over-exertion, strains, sprains, and arthritis.
Technology	Pulsed Shortwave Therapy (Non-thermal Diathermy)	Pulsed Shortwave Therapy (Non-thermal Diathermy)	Pulsed Shortwave Therapy (Non-thermal Diathermy)	Pulsed Shortwave Therapy (Non-thermal Diathermy)
Product Code	ILX	ILX	ILX	ILX IMD
Regulation	21 CFR 890.5290(b)	21 CFR 890.5290(b)	21 CFR 890.5290(b)	21 CFR 890.5290(b) 21 CFR 890.5710
Classification Name	Shortwave diathermy	Shortwave diathermy	Shortwave diathermy	Shortwave diathermy
Anatomical sites	Superficial soft tissue	Superficial soft tissue	Superficial soft tissue	Superficial soft tissue
How energy is coupled	Induction coil	Induction coil	Induction coil	Induction coil
Carrier Frequency	27.1 MHz	27.1 MHz	27.1 MHz	27.1 MHz
Pulse duration	100 µsecs	100 µsecs	2 ms	2 ms
Pulse rate	1000 Hz	1000 Hz	2 Hz	2 Hz
Duty cycle	10%	10%	0.4%	0.4%
Power source	3V DC (1 X CR2032 Lithium Battery)	3V DC (Battery)	6V DC (2 X CR2032 Lithium Battery) (or) Mains	3V – 4.2V DC (Battery)
Antenna size (treatment area)	110 cm ²	65 cm ²	285 cm ²	Undisclosed by manufacturer
Average spatial power density (RMS)	4.4 µWatts/cm ²	4.4 µWatts/cm ²	4.4 µWatts/cm ²	4.4 µWatts/cm ²
Specific absorption rate (W/kg) (Peak)	0.0007 W/kg	0.0007 W/kg	Undisclosed by manufacturer	Undisclosed by manufacturer
Operation time	720 hours	720 hours	Undisclosed by	Undisclosed by

(battery lifetime)			manufacturer	manufacturer
<u>Recommended treatment duration (use time) based on clinical evidence</u>	Minimum of 12 hours per day, up to 24 hours per day	Minimum of 12 hours per day, up to 24 hours per day	Undisclosed by manufacturer	Undisclosed by manufacturer

The table above compares the indication for use and technological characteristics of the ActiPatch with those of the predicate devices.

ActiPatch's technological features are almost identical to those of the ActiBand, with only slight differences that do not affect the technological performance of the device, such as the adoption of an ASIC microchip, compared to larger, discrete circuitry components (both active and passive) in the ActiBand, and a slightly larger antenna in the ActiPatch. The therapeutic effects of ActiBand® and ActiPatch® are due to the pulsed shortwave signal that is identical between the two devices.

ActiPatch's technological characteristics are also similar to those of the other predicates, for example, ActiPatch has the same carrier frequency as the Ivivi SofPulse device (K070541) and the OrthoCor Knee System (K092044), with only slight technological differences, for example in the pulse duration, pulse rate and duty cycle.

The minor differences in the antenna size between ActiPatch and the predicate devices do not affect the average spatial power density levels. The performance data submitted in the premarket notification, including the electrical safety, electromagnetic safety, biocompatibility, and clinical data described in Section 13 below, show that any differences in technology do not adversely affect the safety and effectiveness of the ActiPatch compared to the predicates, and that the ActiPatch is at least as safe and effective as the predicates.

ActiPatch has the same intended use as the predicate devices, *i.e.*, the application of electromagnetic energy to non-thermally treat pain. The difference in indications between the predicate products and ActiPatch, including the OTC use, does not result in a new intended use, and the available data on ActiPatch show that it is as safe and effective as the predicates.

13. Testing:

Non-Clinical/Performance Data:

Electrical safety, electromagnetic safety, biocompatibility testing, and testing in accordance with the special controls of the October 13, 2015 Final Reclassification Order for Non-thermal Shortwave Therapy devices was performed for the ActiPatch®.

The ActiPatch was tested for conformity to the following standards and was determined to conform to these standards:

- a. General Safety and Requirements – Medical Equipment- IEC/EN 60601-1-2:2012
- b. General Safety and Requirements – Medical Equipment- IEC 60601-1:2005+A1:2012
 - c. General Safety and Requirements – Medical Equipment- EN 60601-1:2006

Biocompatibility testing was conducted for the ActiPatch. The skin sensitization test performed in accordance with ISO 10993-10:2010 showed no evidence of an ActiPatch extract causing skin sensitization in guinea pigs. The skin irritation test conducted in accordance with ISO 10993-10:2010 demonstrated that gauze material saturated with extract from the ActiPatch showed no evidence of causing skin irritation in New Zealand white rabbits. The cytotoxicity test performed in accordance with ISO 10993-5:2009 showed that no observable *in vitro* cytotoxicity in L- 929 mouse fibroblast cells that were placed in contact with an extract prepared from ActiPatch.

The testing that was conducted in accordance with the special controls of the October 13, 2015 Final Reclassification Order demonstrated that the ActiPatch performs as intended under anticipated conditions of use. The testing determined and considered the peak output power; the pulse width; the pulse frequency; the duty cycle; the average measured output powered into the RF antenna/applicator; the specific absorption rates in a saline gel test load; the characterization of the electrical and magnetic fields in saline gel test load for each RF antenna and prescribed RF antenna orientation/position; and the characterization of the deposited energy density in saline gel test load.

Clinical Data:

Two IRB approved double blind and placebo controlled

randomized controlled trials were conducted in support of this premarket notification. Usability testing was conducted to support the OTC use of the device.

- d. The osteoarthritis of the knee study was a double blind randomized controlled study in 66 intent-to-treat patients, out of which 60 patients completed the four-week study. The primary effectiveness endpoints were improvements in pain level over the four weeks as measured by the before and after VAS score and WOMAC scores, and the primary safety endpoint was all treatment-related adverse events during the study. 36% of the treatment group reported a clinically significant decrease in VAS pain, defined as a >30% decrease in pain, compared to 9% for the placebo group, and 18% of the treatment group reported a clinically significant decrease in total WOMAC pain, defined as a >30% decrease in pain, compared to 3% for the placebo group. In the treatment group, 26% stopped pharmacological therapy whereas in the placebo group 33% started a new pharmacological therapy during the study. No adverse events were recorded.
- e. The plantar fasciitis study was a double-blind, multicenter, randomized, placebo-controlled study to evaluate the safety and effectiveness of the ActiPatch to reduce the pain level of patients diagnosed with plantar fasciitis. A total of 70 patients completed the study. The primary effectiveness endpoint was the daily morning (AM) VAS score, and the primary safety endpoint was all treatment-related adverse events during the 7-day study. The results showed that the average reported pain reduction between the first day's AM pain score and the 7th day's AM pain score for the treatment group was 40% compared to 7% for the control group.
- f. Usability testing was conducted on 46 men and women over the age of 17 with a wide range of education levels. These subjects demonstrated use of the ActiPatch on either the knee, lower back, or shoulder. The testing showed that lay users understand the indications for use and when not to use the device. In addition, the study showed that users understand how to turn the device on, place it correctly on the right part of the body, and how long to use the device.

Conclusion: The non-clinical and clinical data demonstrate that the ActiPatch is at least as safe and effective as its predicate devices, and can be used as an over-the-counter device.

POST-JUDGMENT INTEREST RATE

2017

Weekly average 1-year constant maturity Treasury yield

Week Ending	Rate
01/06/2017	.85%
01/13/2017	.82%
01/20/2017	.82%
01/27/2017	.82%
02/03/2017	.82%
02/10/2017	.81%
02/17/2017	.82%
02/24/2017	.80%
03/03/2017	.98%
03/10/2017	1.03%

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(801) 524-6100.*

E-mail: Ut_support@utd.uscourts.gov

Date	(a)(2) Underpayment Rates	(c)(1) Underpayment Rates
April 1 – June 30, 2017	4%	6%
January 1 – March 31, 2017	4%	6%
October 1 – December 31, 2016	4%	6%
July 1 – September 30, 2016	4%	6%
April 1 – June 30, 2016	4%	6%
January 1 – March 31, 2016	3%	5%
October 1 – December 31, 2015	3%	5%
July 1 – September 30, 2015	3%	5%
April 1 – June 30, 2015	3%	5%
January 1 – March 31, 2015	3%	5%
October 1 – December 31, 2014	3%	5%
July 1 – September 30, 2014	3%	5%
April 1 – June 30, 2014	3%	5%
January 1 – March 31, 2014	3%	5%
October 1 – December 31, 2013	3%	5%
July 1 – September 30, 2013	3%	5%
April 1 – June 30, 2013	3%	5%
January 1 – March 31, 2013	3%	5%
October 1 – December 31, 2012	3%	5%
July 1 – September 30, 2012	3%	5%
April 1 – June 30, 2012	3%	5%
January 1 – March 31, 2012	3%	5%

Period	Rate	Rate
October 1 – December 31, 2011	3%	3%
July 1 – September 30, 2011	4%	6%
April 1 – June 30, 2011	4%	6%
January 1 – March 31, 2011	3%	5%
October 1 – December 31, 2010	4%	6%
July 1 – September 30, 2010	4%	6%
April 1 – June 30, 2010	4%	6%
January 1 – March 31, 2010	4%	6%
October 1 – December 31, 2009	4%	6%
July 1 – September 30, 2009	4%	6%
April 1 – June 30, 2009	4%	6%
January 1 – March 31, 2009	5%	7%
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July 1 – September 30, 2008	5%	7%
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January 1 – March 31, 2008	7%	9%
October 1 – December 31, 2007	8%	10%
July 1 – September 30, 2007	8%	10%
April 1 – June 30, 2007	8%	10%
January 1 – March 31, 2007	8%	10%
October 1 – December 31, 2006	8%	10%
July 1 – September 30, 2006	8%	10%
April 1 – June 30, 2006	7%	9%
January 1 – March 31, 2006	7%	9%

Period	Rate 1	Rate 2
October 1 – December 31, 2005	7%	9%
July 1 – September 30, 2005	6%	8%
April 1 – June 30, 2005	6%	8%
January 1 – March 31, 2005	5%	7%
October 1 – December 31, 2004	5%	7%
July 1 – September 30, 2004	4%	6%
April 1 – June 30, 2004	5%	7%
January 1 – March 31, 2004	4%	6%
October 1 – December 31, 2003	4%	6%
July 1 – September 30, 2003	5%	7%
April 1 – June 30, 2003	5%	7%
January 1 – March 31, 2003	5%	7%
October 1 – December 31, 2002	6%	8%
July 1 – September 30, 2002	6%	8%
April 1 – June 30, 2002	6%	8%
January 1 – March 31, 2002	6%	8%
October 1 – December 31, 2001	7%	9%
July 1 – September 30, 2001	7%	9%
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January 1 – March 31, 2001	9%	11%
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July 1 – September 30, 2000	9%	11%
April 1 – June 30, 2000	9%	11%
January 1 – March 31, 2000	8%	10%
October 1 – December 31, 1999	8%	10%

Period	8%	10%
1999		
April 1 – June 30, 1999	8%	10%
January 1 – March 31, 1999	7%	9%
October 1 – December 31, 1998	8%	10%
July 1 – September 30, 1998	8%	10%
April 1 – June 30, 1998	8%	10%
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October 1 – December 31, 1997	9%	11%
July 1 – September 30, 1997	9%	11%
April 1 – June 30, 1997	9%	11%
January 1 – March 31, 1997	9%	11%
October 1 – December 31, 1996	9%	11%
July 1 – September 30, 1996	9%	11%
April 1 – June 30, 1996	8%	10%
January 1 – March 31, 1996	9%	11%
October 1 – December 31, 1995	9%	11%
July 1 – September 30, 1995	9%	11%
April 1 – June 30, 1995	10%	12%
January 1 – March 31, 1995	9%	11%
October 1 – December 31, 1994	9%	11%
July 1 – September 30, 1994	8%	10%
April 1 – June 30, 1994	7%	9%
January 1 – March 31, 1994	7%	9%
October 1 – December 31, 1993	7%	9%

Period	7%	9%
July 1 – September 30, 1993	7%	9%
April 1 – June 30, 1993	7%	9%
January 1 – March 31, 1993	7%	9%
October 1 – December 31, 1992	7%	9%
July 1 – September 30, 1992	8%	10%
April 1 – June 30, 1992	8%	10%
January 1 – March 31, 1992	9%	11%
October 1 – December 31, 1991	10%	12%
July 1 – September 30, 1991	10%	12%
April 1 – June 30, 1991	10%	12%
January 1 – March 31, 1991	11%	13%
October 1 – December 31, 1990	11%	N/A
July 1 – September 30, 1990	11%	N/A
April 1 – June 30, 1990	11%	N/A
January 1 – March 31, 1990	11%	N/A

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Respondents.

File No. 3-17104

**POST-HEARING DECLARATION OF STANLEY C. MORRIS IN SUPPORT OF
RESPONDENTS' MOTION TO CORRECT MANIFEST ERRORS OF FACT IN
INITIAL DECISION DATED DECEMBER 13, 2016**

I, Stanley C. Morris, declare as follows:

1. I am counsel for Respondents Bioelectronics Corporation (“BIEL”), Ibex, LLC (“IBEX”), St. John’s, LLC (“St. John’s”), Andrew J. Whelan and Kelly A. Whelan (collectively, “Respondents”)¹.

2. I have personal knowledge of the facts stated herein and if called on would and could testify competently thereto.

3. Attached hereto at Exhibit 1 is a copy of all of the Tolling Agreements entered into by me, on behalf of my clients, with the Division’s Staff.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was signed on December 22, 2016 in Santa Monica, California.

By: Stanley C. Morris
Stanley C. Morris

¹ All Respondents excluding only Robert P. Bedwell.

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified IBEX, LLC, ("IBEX"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against IBEX authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");

2. IBEX and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;

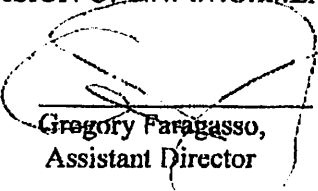
3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to IBEX before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;


4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

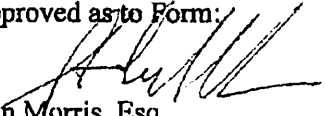
This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By:  Date: 4/16/15
Gregory Paragasso,
Assistant Director

IBEX, LLC
By:  Date: 4/29/15

Kenly W. Heavin

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 5-4-15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Kelly A. Whelan ("K Whelan"), through her counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against K Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");
2. K Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to K Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

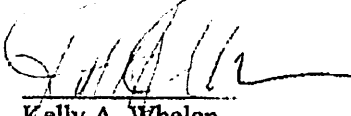
By:


Gregory Faragasso,
Assistant Director

Date:

4/16/15

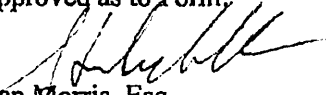
By:


Kelly A. Whelan

Date:

4/29/15

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 5-4-15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified St. Johns, LLC, ("St. Johns"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against St. Johns authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");
2. St. Johns and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to St. Johns before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By:



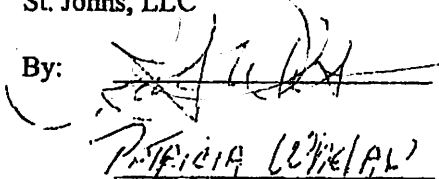
Gregory Paragasso,
Assistant Director

Date:

4/16/15

St. Johns, LLC

By:



PATRICIA URRUTIA

Date:

4-30-15

Approved as to Form:



Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.

Date: 5-4-15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Patricia A. Whelan ("P Whelan"), through her counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against P Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");
2. P Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to P Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Patricia A. Whelan ("P Whelan"), through her counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

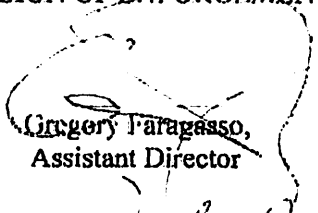
ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against P Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");
2. P Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to P Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT


By:


Gregory Faragasso,
Assistant Director

Date:

4/16/15

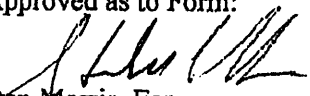
By:


Patricia A. Whelan

Date:

4-30-15

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 5-11-15

TOLLING AGREEMENT

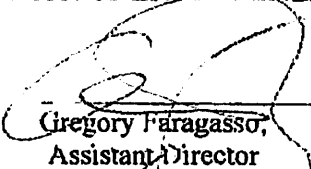
WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Andrew J. Whelan ("Whelan"), through his counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

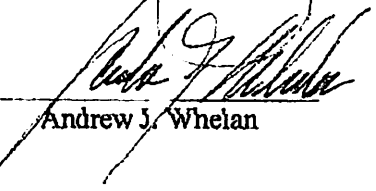
1. the running of any statute of limitations applicable to any action or proceeding against Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");
2. Whelan and any of his agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

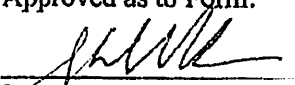
By: 
Gregory Paragasso,
Assistant Director

Date: 4/16/15

By: 
Andrew J. Whelan

Date: 4/29/15

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 5/11/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified BioElectronics Corp. ("BioElectronics"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws;

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against BioElectronics authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on April 17, 2015 through August 17, 2015 (the "tolling period");

2. BioElectronics and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;

3. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to BioElectronics before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;

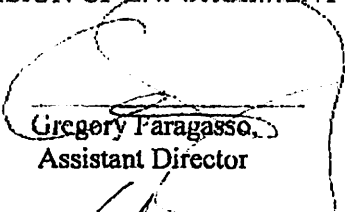
4. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

5. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By:

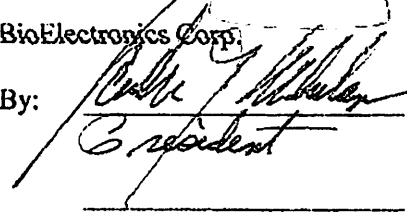

Gregory Paragasso,
Assistant Director

Date:

4/16/15

BioElectronics Corp.

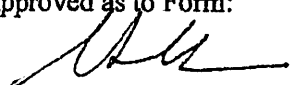
By:


President

Date:

4/29/15

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.

Date: 5-4-15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified BioElectronics Corp. ("BioElectronics"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and BioElectronics have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015; and

WHEREAS, the Division and BioElectronics wish to extend the tolling period:

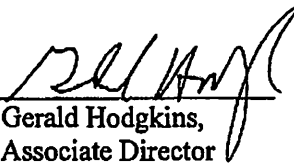
ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

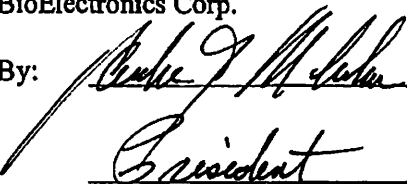
1. the running of any statute of limitations applicable to any action or proceeding against BioElectronics authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on August 18, 2015 through October 18, 2015 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and BioElectronics in connection with the investigation;
3. BioElectronics and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to BioElectronics before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

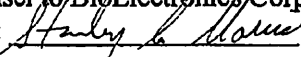
This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By:  Date: 6/25/15
Gerald Hodgkins,
Associate Director

BioElectronics Corp.
By:  Date: 7/20/15
President

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Andrew J. Whelan, ("Whelan"), through his counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015; and

WHEREAS, the Division and Whelan wish to extend the tolling period:

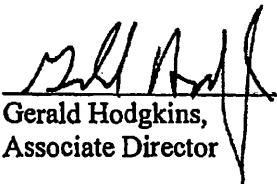
ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

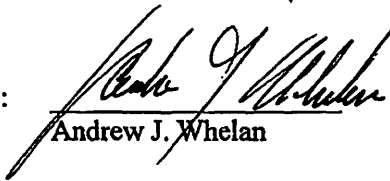
1. the running of any statute of limitations applicable to any action or proceeding against Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on August 18, 2015 through October 18, 2015 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and Whelan in connection with the investigation;
3. Whelan and any of his agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

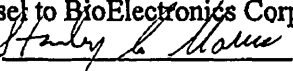
This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By:  Date: 6/25/15
Gerald Hodgkins,
Associate Director

By:  Date: 7/20/2015
Andrew J. Whelan

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 

TOLLING AGREEMENT

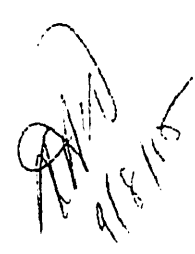
WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Kelly A. Whelan, ("K Whelan"), through her counsel, that the Division is conducting an investigation entitled In:the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and K Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015; and

WHEREAS, the Division and K Whelan wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against K Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on October 19, 2015 through January 19, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and K Whelan in connection with the investigation;
3. K Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to K Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and



9/18/15

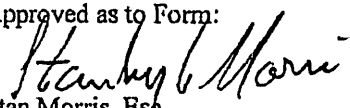
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

By:  _____ Date: 9/8/15
Kelly A. Whelan

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 9/09/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified IBEX, LLC, ("IBEX"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and IBEX have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015; and

WHEREAS, the Division and IBEX wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against IBEX authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on October 19, 2015 through January 19, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and IBEX in connection with the investigation;
3. IBEX and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to IBEX before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and


RAW
11/8/15

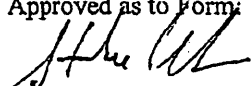
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

IBEX, LLC
By:  _____ Date: 9/8/15
KELLY A. WHELAN

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 9/09/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Patricia A. Whelan, ("P. Whelan"), through her counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and P. Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015; and

WHEREAS, the Division and P. Whelan wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:


1. the running of any statute of limitations applicable to any action or proceeding against P. Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on October 19, 2015 through January 19, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and P. Whelan in connection with the investigation;
3. P. Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to P. Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.


This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

By:  _____ Date: 9-9-15
Patricia A. Whelan

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 09/07/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified St. Johns, LLC, ("St. Johns"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and St. Johns have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015; and

WHEREAS, the Division and St. Johns wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

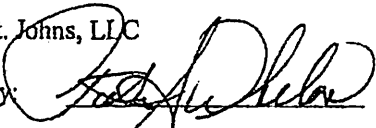
1. the running of any statute of limitations applicable to any action or proceeding against St. Johns authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on October 19, 2015 through January 19, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and St. Johns in connection with the investigation;
3. St. Johns and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to St. Johns before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

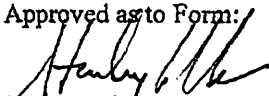
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

St. Johns, LLC
By:  Date: 9-9-15

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 09/09/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Andrew J. Whelan, ("Whelan"), through his counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO:11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015; and

WHEREAS, the Division and Whelan wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

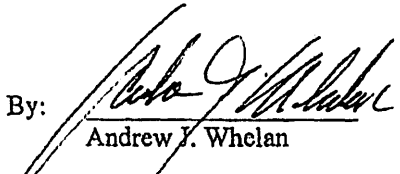
1. the running of any statute of limitations applicable to any action or proceeding against Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on October 19, 2015 through January 19, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and Whelan in connection with the investigation;
3. Whelan and any of his agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.


This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

By:  Date: 9/9/2015
Andrew J. Whelan

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 09/09/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified BioElectronics Corp. ("BioElectronics"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and BioElectronics have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015; and

WHEREAS, the Division and BioElectronics wish to extend the tolling period further:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against BioElectronics authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on October 19, 2015 through January 19, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and BioElectronics in connection with the investigation;
3. BioElectronics and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to BioElectronics before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and

6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

BioElectronics Corp.
By: [Signature] Date: 9/9/2015
President

Approved as to Form:
[Signature]
Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 09/09/15

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Andrew J. Whelan, ("Whelan"), through his counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015, and again from October 19, 2015 through January 19, 2016; and

WHEREAS, the Division and Whelan wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

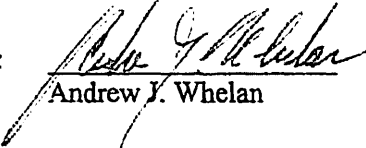
1. the running of any statute of limitations applicable to any action or proceeding against Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on January 20, 2016 through March 25, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and Whelan in connection with the investigation;
3. Whelan and any of his agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including

any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

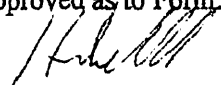
This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

By:  _____ Date: 12/22/2015
Andrew J. Whelan

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 1-7-16

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified BioElectronics Corp. ("BioElectronics"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and BioElectronics have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015, and again from October 19, 2015 through January 19, 2016; and

WHEREAS, the Division and BioElectronics wish to extend the tolling period further:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

1. the running of any statute of limitations applicable to any action or proceeding against BioElectronics authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on January 20, 2016 through March 25, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and BioElectronics in connection with the investigation;
3. BioElectronics and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to BioElectronics before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including

any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

BioElectronics Corp.

By: *Chloe G. McKeown* Date: *12/22/2015*
President

Approved as to Form:

Stan Morris
Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: *1-7-16*

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified IBEX, LLC, ("IBEX"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and IBEX have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015, and again from October 19, 2015 through January 19, 2016; and

WHEREAS, the Division and IBEX wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

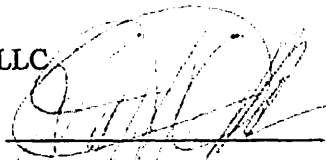
1. the running of any statute of limitations applicable to any action or proceeding against IBEX authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on January 20, 2016 through March 25, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and IBEX in connection with the investigation;
3. IBEX and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to IBEX before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including

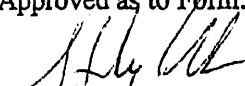
any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

IBEX, LLC
By:  _____ Date: 12/21/15
KEVIN P. MORAN
IBEX, LLC

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 1-7-16

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Kelly A. Whelan, ("K Whelan"), through her counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and K Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015, and again from October 19, 2015 through January 19, 2016; and

WHEREAS, the Division and K Whelan wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

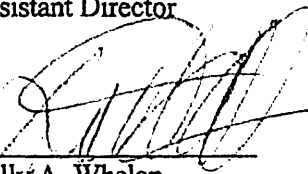
1. the running of any statute of limitations applicable to any action or proceeding against K Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on January 20, 2016 through March 25, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and K Whelan in connection with the investigation;
3. K Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to K Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including

any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.


This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

By:  _____ Date: 12/21/15
Kelly A. Whelan

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 1-7-16

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified St. Johns, LLC, ("St. Johns"), through its counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and St. Johns have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015, and again from October 19, 2015 through January 19, 2016; and

WHEREAS, the Division and St. Johns wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

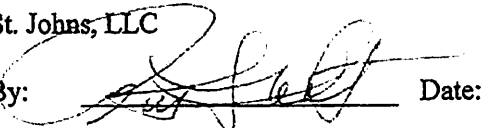
1. the running of any statute of limitations applicable to any action or proceeding against St. Johns authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on January 20, 2016 through March 25, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and St. Johns in connection with the investigation;
3. St. Johns and any of its agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to St. Johns before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including

any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

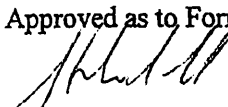
This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

St. Johns, LLC
By:  Date: 12-21-15

Patricia Whelan
MANAGER

Approved as to Form:

Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 1-7-11

TOLLING AGREEMENT

WHEREAS, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") has notified Patricia A. Whelan, ("P Whelan"), through her counsel, that the Division is conducting an investigation entitled In the Matter of BioElectronics Corp. (HO-11713) (the "investigation") to determine whether there have been violations of certain provisions of the federal securities laws; and

WHEREAS, in connection with the investigation, the Division and P Whelan have executed a prior tolling agreement for the period from April 17, 2015 through August 17, 2015 and extended the tolling agreement from August 18, 2015 through October 18, 2015, and again from October 19, 2015 through January 19, 2016; and

WHEREAS, the Division and P Whelan wish to extend the tolling period:

ACCORDINGLY, IT IS HEREBY AGREED by and between the parties that:

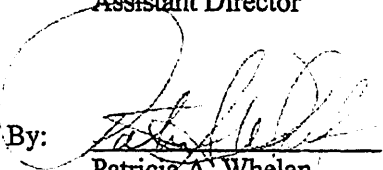
1. the running of any statute of limitations applicable to any action or proceeding against P Whelan authorized, instituted, or brought by or on behalf of the Commission or to which the Commission is a party arising out of the investigation ("any proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended for the period beginning on January 20, 2016 through March 25, 2016 (the "tolling period");
2. the tolling period referenced in paragraph 1, above, is in addition to and continues on and after the periods referenced in all other tolling agreements executed by the Division and P Whelan in connection with the investigation;
3. P Whelan and any of her agents or attorneys shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense;
4. nothing in this agreement shall affect any applicable statute of limitations defense or any other time-related defense that may be available to P Whelan before the commencement of the tolling period or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the tolling period;
5. the running of any statute of limitations applicable to any proceeding shall commence again after the end of the tolling period, unless there is an extension of the tolling period executed in writing by and on behalf of the parties hereto; and
6. nothing in this agreement shall be construed as an admission by the Commission or Division relating to the applicability of any statute of limitations to any proceeding, including

any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

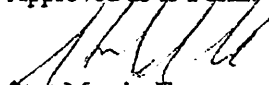
This instrument contains the entire agreement of the parties and may not be changed orally, but only by an agreement in writing.

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

By: _____ Date: _____
Gregory G. Faragasso,
Assistant Director

By:  _____ Date: 12-21-15
Patricia A. Whelan

Approved as to Form:


Stan Morris, Esq.
Corrigan & Morris LLP
Counsel to BioElectronics Corp.
Date: 1-7-16

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

In the Matter of

BIOELECTRONICS CORPORATION,
IBEX, LLC,
ST. JOHN'S, LLC,
ANDREW J. WHELAN,
KELLY A. WHELAN, AND
ROBERT P. BEDWELL,

Respondents.

File No. 3-17104

**POST-HEARING DECLARATION OF BRIAN FLOOD IN SUPPORT OF
RESPONDENTS' MOTION TO CORRECT MANIFEST ERRORS OF FACT IN
INITIAL DECISION DATED DECEMBER 13, 2016**

I, BRIAN FLOOD, DECLARE AS FOLLOWS:

1. I have personal knowledge of the facts stated herein and if called on would and could testify competently thereto.
2. I submit this declaration in support of the motion of Respondents Bioelectronics Corporation (“BIEL”), Ibex, LLC (“IBEX”), St. John’s, LLC (“St. John’s”), Andrew J. Whelan and Kelly A. Whelan (collectively, “Respondents”)¹, to correct the Initial Decision published by this Court on December 13, 2016 in the above-referenced case (the “Initial Decision”).
3. Attached hereto at **Exhibit 1** is a spreadsheet reflecting the profits made by IBEX with respect to each of the sales listed therein. The numbers used were taken from the work that I completed for the hearing in this matter, organized by me to address the Court’s computation of profits made by IBEX on such transactions.
4. To the extent that I did not have information readily available to me, I received such information from Kelly Whelan, such as her tax rate on the profits earned by IBEX in these transactions. However, much of the data used for this chart was already in the record of transactions used at the hearing on this matter before the Court.
5. I did nothing to audit the books and records of BioElectronics, including the books giving rise to the numbers stated herein. Nevertheless, they are true and accurate to the best of my knowledge.
6. Counsel for the Respondents asked me to make the computation in a way that both showed and eliminated the IBEX securities sales that were completed on or before April 17, 2010. I did so. I believe the numbers set forth in Exhibit 1 hereto fairly and accurately depict the results of the sales transactions at issue in this action.

¹ All Respondents excluding only Robert P. Bedwell.

7. Assuming the information provided to me by Kelly Whelan, DX 1 and the records available to me in preparing my report for the Court, and using only the transactions within the 5-year statute of limitations (due to tolling agreements, after April 17, 2010), the total of IBEX profits is only \$462,532. See *Id.* The reconciliation to Initial Decision at Exhibit 1, I believe, fairly and accurately reflects the adjustments that would need to be made to the Court's computation in order to accurately calculate IBEX's profits from BIEL transactions between April, 17, 2010 and the end of the relevant period in this case, as determined by the More Definitive Statement.

8. The bulk of the \$1,580,593 computed by the Court was based on pre-April 17, 2010 transactions outside of the statute of limitations. Of that amount, \$631,686 should be excluded as arising from transactions outside of the statute of limitations period, net of 15% capital gains taxes addressed separately. An additional \$259,291 should be reduced, because the notes sold included lawful interest accrued on the debt converted or sold (which should be offset against profits). Finally, \$193,096 should be reduced from the disgorgement amount because that amount constitutes 15% of the profits of such sales – which amount, according to Kelly Whelan, has already been paid by IBEX based on capital gains taxes.

9. If the Court does not limit its disgorgement computation to the transactions within the statute of limitations period, the profits would be \$1,094,220. The offset for interest of the notes converted and sold would be \$259,291 and the offset for capital gains taxes paid would be \$193,096. *Id.*

10. Below are my responses to the Court's comments about my testimony in the Initial Decision.

Page 30

Statement in Initial Decision: “Flood admitted that he was not aware that the Revolver was created in 2009 even though it was dated January 1, 2005, but stated that this fact would not have affected his analysis”.

11. This statement implies that my awareness of the date of the creation of the Revolver loan documentation was lacking and that such fact is something that I should have known and was incompetent for not knowing. I testified that my services as an outside accountant working, indirectly, for BioElectronics, began in March 2013, while the Revolver loan had been documented in 2009, at the latest, four years earlier, and fully eight years after some of the loans reflected in that Revolver loan documentation were made. RX 1C and 1D; RT 1140-1142. I had nothing whatsoever to do with such documentation. Nor did I testify that I audited the books and records of BioElectronics. It is not the least bit surprising, and does not impugn my testimony, that I was unaware of when such loan had been documented four years before my arrival.

12. While the date that the Revolver was documented was not important to my holding period analysis, it was important to my analysis to track each loan payment made to its original documentation in BioElectronics’ books and records. All loans under the Revolver agreement included in my analysis were matched by date to the BioElectronics accounting records. The reason that I stated that when the actual document was created would not have affected my analysis, was not out of some level of carelessness, but instead because I understood that for the purpose of calculating the holding periods for each IBEX note that was subsequently converted to shares or sold, it simply did not matter when the Revolver loan documentation had been created. What mattered was when the loans were actually funded, not when the loan document was signed.

13. **Page 30**

Statement in Initial Decision: “Flood also admitted that he did not consider the ‘holding period’ definition found in the Securities Act”.

14. I did testify that I did not consider the ‘holding period’ definition found in the Securities Act. RT 1136. But, I did also testify about exactly how I computed the holding periods. In fact, I used the United States Internal Revenue Service definition of holding period at 26 USC §1223, which for convertible debt includes the time from initial date of the loan to the company until the debt is converted, in addition to the time in which it is subsequently sold.

15. Page 30

Statement in Initial Decision: “Flood explained that he excluded an August 1, 2009, loan for approximately \$519,000 because he believed that the loan was not sold between 2010 and 2014”.

16. I was asked about a note that was not included in my holding period spreadsheet at Exhibit DX 1. I correctly testified that the note was never sold. I did not include the note in his holding period analysis, because that note was not sold – and thus was not part of the Division’s case. The Division was suing based on specific note sales detailed in its More Definitive Statement. The \$519,920 note was never sold and, accordingly, the note was not at issue in this case, other than for purposes of discussing issues of control by IBEX, as the note was secured by the assets of BIEL. Consequently, its holding period was not relevant to my work. Accordingly, it was not analyzed among the notes at issue in the case as to its holding period – and properly so.

17. Page 45

Statement in Initial Decision: “The \$530,037 note is an especially troubling example, because it does not appear to have been contemporaneously documented at all”.

16. The \$530,037 loan was a transfer of debt from St. John's to IBEX. IBEX paid St. John's for that loan the full face amount of the debt transferred (\$530,037). RT 1216 (testimony of Kelly Whelan). When the assignment of such debt was booked by BIEL, it was simply a journal entry substituting IBEX in place of St. John's as the holder of such pre-existing debt. That debt was sold years later as part of the debt sold by IBEX. The sales are part of this case, as the \$530,037 constitutes the last of the Revolver note additions, and thus treated by me as the last of the Revolver debt sold. *Id.*

17. Page 45:

Statement in Initial Decision: "Flood, who has been handling BIEL's accounting for years and claimed to be familiar with its finances, was unaware that the Revolver had been back-dated, and that the \$530,037 note had not actually been executed in August 2009." P. 45.

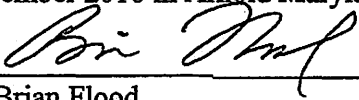
18. As explained above, because I did not start services until 2013, it is unreasonable to assume that I would have known that a document dated in the year 2005 was not actually prepared until 2009, four years before he initiated services. As explained above, that information was irrelevant to my holding period analysis.

19. Page 46

Statement in Initial Decision: "BIEL seemingly made no such posting for the \$530,037 loan, except to note that it had been assigned to IBEX".

20. Not true. BioElectronics recorded the full value of the \$530,037 loan in the general ledger, as reviewed by me and as I previously noted was part of the December 2010 debt included in the stated footnote disclosure of the \$1,287,954 balance of the Revolver. BioElectronics carried forward on its books this debt until it was sold between February 7, 2014 and April 1, 2014.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that it was made this 22nd day of December 2016 in Arnold Maryland.

By: 
Brian Flood

IBEX																
Loans Converted and Shares Then Sold, and Loans Sold Directly 2010-2014																
Original Loan Date	Loan Amount	RX-1A Page #	Date Ranges of Sales From To		Loan Balance Converted (with Interest)	Loan Balance Sold	Loans Converted & Sold including Interest	Notes	Sale Price of Shares Sold	Sale Price of Notes Sold	Total Sale Proceeds	Calculated Profits	Capital Gains Tax @ 15%	Net After-Tax Profit(Loss)	Aggregate After-Tax Profits	% of Aggregate Profits
01/31/2008	\$ 65,748	1	1/27/10	7/26/10	\$ 74,899	\$ -	\$ 74,899		\$ 893,000		\$ 893,000	\$ 818,101	\$ 122,715	\$ 695,386	\$ 695,386	
01/31/2008		1	1/27/10	4/15/10	\$ (69,840)		\$ (69,840)	(1)	\$ (813,000)		\$ (813,000)	\$ (743,160)	\$ (111,474)	\$ (631,686)	\$ 63,700	14%
02/06/2008	\$ 10,000	1	7/26/10	9/13/10	\$ 11,168	\$ -	\$ 11,168		\$ 74,223		\$ 74,223	\$ 63,055	\$ 9,458	\$ 53,597	\$ 117,297	25%
03/13/2008	\$ 7,500	1	9/13/10	10/6/10	\$ 8,324	\$ -	\$ 8,324		\$ 69,368		\$ 69,368	\$ 61,044	\$ 9,157	\$ 51,887	\$ 169,184	37%
04/04/2008	\$ 8,200	1	10/6/10	10/29/10	\$ 9,067	\$ -	\$ 9,067		\$ 40,982		\$ 40,982	\$ 31,915	\$ 4,787	\$ 27,128	\$ 196,313	42%
05/20/2008	\$ 15,000	1	10/29/10	11/5/10	\$ 17,284	\$ -	\$ 17,284		\$ 72,017		\$ 72,017	\$ 54,733	\$ 8,210	\$ 46,523	\$ 242,835	53%
06/16/2008	\$ 15,000	2	11/5/10	1/27/11	\$ 17,206	\$ -	\$ 17,206		\$ 97,063		\$ 97,063	\$ 79,857	\$ 11,978	\$ 67,879	\$ 310,714	67%
06/20/2008	\$ 15,000	2	1/27/11	2/1/11	\$ 17,511	\$ -	\$ 17,511		\$ 116,743		\$ 116,743	\$ 99,232	\$ 14,865	\$ 84,347	\$ 385,061	85%
06/30/2008	\$ 54,037	2	2/1/11	6/16/11	\$ 61,841	\$ -	\$ 61,841		\$ 151,604		\$ 151,604	\$ 89,763	\$ 13,465	\$ 76,298	\$ 471,359	102%
07/31/2008	\$ 35,625	2	1/23/13	1/23/13	\$ 40,360	\$ -	\$ 23,660		\$ 19,716		\$ 19,716	\$ (3,944)	\$ (592)	\$ (3,352)	\$ 468,007	101%
							\$ 16,700	(2)							\$ 468,007	101%
08/12/2008	\$ 10,000	2, 4	1/23/13	3/5/13	\$ 6,340	\$ 5,513	\$ 11,853		\$ 5,284	\$ 5,513	\$ 10,797	\$ (1,056)	\$ (158)	\$ (898)	\$ 467,109	101%
08/29/2008	\$ 40,000	4	3/5/13	3/5/13	\$ 49,195	\$ 49,195	\$ 49,195		\$ 49,195	\$ 49,195	\$ 49,195	\$ -	\$ -	\$ -	\$ 467,109	101%
09/16/2008	\$ 35,000	3, 4	3/5/13	4/23/13	\$ 25,000	\$ 9,708	\$ 9,708		\$ -	\$ 9,708	\$ 9,708	\$ (0)	\$ -	\$ (0)	\$ 467,109	101%
							\$ 25,000	(3)							\$ 467,109	101%
09/16/2008	\$ 27,500	4	4/23/13	4/23/13	\$ 34,145	\$ 34,145	\$ 34,145		\$ 34,145	\$ 34,145	\$ 34,145	\$ -	\$ -	\$ -	\$ 467,109	101%
10/01/2008	\$ 9,250	3, 4	5/3/13	5/3/13	\$ 10,352	\$ 1,105	\$ 11,457		\$ 10,335	\$ 1,105	\$ 11,440	\$ (17)	\$ (3)	\$ (14)	\$ 467,095	101%
10/01/2008	\$ 23,500	3	5/3/13	5/3/13	\$ 29,162	\$ -	\$ 29,162		\$ 29,114	\$ -	\$ 29,114	\$ (48)	\$ (7)	\$ (41)	\$ 467,054	101%
10/01/2008	\$ 12,000	3, 4	5/3/13	5/15/13	\$ 10,486	\$ 4,064	\$ 14,550		\$ 10,469	\$ 4,064	\$ 14,533	\$ (17)	\$ (3)	\$ (14)	\$ 467,040	101%
10/01/2008	\$ 16,894	4	4/23/13	5/3/13	\$ 20,939	\$ 20,939	\$ 20,939		\$ 20,939	\$ 20,939	\$ 20,939	\$ -	\$ -	\$ -	\$ 467,040	101%
10/01/2008	\$ 2,982	4	5/3/13	5/3/13	\$ 3,700	\$ 3,700	\$ 3,700		\$ 3,700	\$ 3,700	\$ 3,700	\$ -	\$ -	\$ -	\$ 467,040	101%
10/01/2008	\$ 10,000	4	5/3/13	5/3/13	\$ 12,409	\$ 12,409	\$ 12,409		\$ 12,409	\$ 12,409	\$ 12,409	\$ -	\$ -	\$ -	\$ 467,040	101%
10/01/2008	\$ 6,250	4	5/3/13	5/3/13	\$ 7,756	\$ 7,756	\$ 7,756		\$ 7,756	\$ 7,756	\$ 7,756	\$ -	\$ -	\$ -	\$ 467,040	101%
10/01/2008	\$ 8,250	4	5/3/13	5/3/13	\$ 10,238	\$ 10,238	\$ 10,238		\$ 10,238	\$ 10,238	\$ 10,238	\$ -	\$ -	\$ -	\$ 467,040	101%
10/03/2008	\$ 24,000	4	5/15/13	5/15/13	\$ 29,817	\$ 29,817	\$ 29,817		\$ 29,817	\$ 29,817	\$ 29,817	\$ -	\$ -	\$ -	\$ 467,040	101%
10/10/2008	\$ 8,000	4	5/15/13	5/15/13	\$ 9,931	\$ 9,931	\$ 9,931		\$ 9,931	\$ 9,931	\$ 9,931	\$ -	\$ -	\$ -	\$ 467,040	101%
10/21/2008	\$ 11,700	3, 4	5/15/13	5/21/13	\$ 6,198	\$ 7,998	\$ 14,196		\$ 6,188	\$ 7,998	\$ 14,186	\$ (10)	\$ (2)	\$ (8)	\$ 467,032	101%
10/22/2008	\$ 5,000	3	5/21/13	5/21/13	\$ 6,067	\$ -	\$ 6,067		\$ 6,057	\$ -	\$ 6,057	\$ (10)	\$ (2)	\$ (8)	\$ 467,024	101%
10/24/2008	\$ 11,700	3	5/21/13	5/21/13	\$ 14,197	\$ -	\$ 14,197		\$ 14,174	\$ -	\$ 14,174	\$ (23)	\$ (3)	\$ (20)	\$ 467,004	101%
10/28/2008	\$ 5,000	3	5/21/13	5/21/13	\$ 6,067	\$ -	\$ 6,067		\$ 6,057	\$ -	\$ 6,057	\$ (10)	\$ (2)	\$ (8)	\$ 466,996	101%
11/03/2008	\$ 9,600	3	5/21/13	5/21/13	\$ 11,649	\$ -	\$ 11,649		\$ 11,630	\$ -	\$ 11,630	\$ (19)	\$ (3)	\$ (16)	\$ 466,980	101%
11/18/2008	\$ 5,000	3	5/21/13	5/21/13	\$ 6,067	\$ -	\$ 6,067		\$ 5,813	\$ -	\$ 5,813	\$ (254)	\$ (38)	\$ (216)	\$ 466,764	101%
11/30/2008	\$ 4,100	3	5/23/13	5/23/13	\$ 4,976	\$ -	\$ 4,976		\$ -	\$ -	\$ -	\$ (4,976)	\$ (748)	\$ (4,230)	\$ 462,534	100%
12/12/2008	\$ 40,000	3, 4	5/23/13	5/23/13	\$ 24,779	\$ 25,762	\$ 25,762		\$ -	\$ 25,762	\$ 25,762	\$ -	\$ -	\$ -	\$ 462,534	100%
							\$ 24,779	(4)							\$ 462,534	100%
12/15/2008	\$ 10,000	4	5/31/13	5/31/13	\$ 12,342	\$ 12,342	\$ 12,342		\$ 12,342	\$ 12,342	\$ 12,342	\$ -	\$ -	\$ -	\$ 462,534	100%
12/16/2008	\$ 800	4	5/31/13	5/31/13	\$ 987	\$ 987	\$ 987		\$ 987	\$ 987	\$ 987	\$ -	\$ -	\$ -	\$ 462,534	100%
03/10/2009	\$ 20,000	4	5/31/13	5/31/13	\$ 24,439	\$ 24,439	\$ 24,439		\$ 24,439	\$ 24,439	\$ 24,439	\$ -	\$ -	\$ -	\$ 462,534	100%
03/13/2009	\$ 10,000	3, 4	5/31/13	9/26/13	\$ 745	\$ 11,470	\$ 12,215		\$ 745	\$ 11,470	\$ 12,215	\$ -	\$ -	\$ -	\$ 462,534	100%
03/17/2009	\$ 20,000	3	9/26/13	9/26/13	\$ 24,758	\$ -	\$ 24,758		\$ 24,758	\$ -	\$ 24,758	\$ (0)	\$ -	\$ (0)	\$ 462,533	100%
03/23/2009	\$ 18,000	3	9/26/13	9/26/13	\$ 22,267	\$ -	\$ 22,267		\$ 22,267	\$ -	\$ 22,267	\$ 0	\$ -	\$ 0	\$ 462,534	100%
03/23/2009	\$ 15,000	3	9/26/13	10/11/13	\$ 2,230	\$ -	\$ 2,230		\$ 2,230	\$ -	\$ 2,230	\$ 0	\$ -	\$ 0	\$ 462,534	100%
03/25/2009	\$ 5,000	5	10/11/13	10/11/13	\$ 6,195	\$ 6,195	\$ 6,195		\$ 6,195	\$ 6,195	\$ 6,195	\$ -	\$ -	\$ -	\$ 462,534	100%

IBEX															
Loans Converted and Shares Then Sold, and Loans Sold Directly 2010-2014															
Original Loan Date	Loan Amount	RX-1A Page #	Date Ranges of Sales From To	Loan Balance Converted (with Interest)	Loan Balance Sold	Loans Converted & Sold Including Interest	Notes	Sale Price of Shares Sold	Sale Price of Notes Sold	Total Sale Proceeds	Calculated Profits	Capital Gains Tax @ 15%	Net After-Tax Profit(Loss)	Aggregate After-Tax Profits	% of Aggregate Profits
04/03/2009	\$ 6,400	5	10/11/13 10/17/13	\$ 7,920	\$ 7,920	\$ 7,920		\$ 7,920	\$ 7,920	\$ 7,920	\$ -	\$ -	\$ -	\$ 462,534	100%
04/03/2009	\$ 5,000	5	10/17/13 10/17/13	\$ 6,192	\$ 6,192	\$ 6,192		\$ 6,192	\$ 6,192	\$ 6,192	\$ -	\$ -	\$ -	\$ 462,534	100%
04/08/2009	\$ 25,000	5	10/17/13 10/17/13	\$ 30,944	\$ 30,944	\$ 30,944		\$ 30,944	\$ 30,944	\$ 30,944	\$ -	\$ -	\$ -	\$ 462,534	100%
04/21/2009	\$ 6,000	5	10/17/13 10/17/13	\$ 7,390	\$ 7,390	\$ 7,390		\$ 7,390	\$ 7,390	\$ 7,390	\$ -	\$ -	\$ -	\$ 462,534	100%
05/07/2009	\$ 15,960	5	11/6/13 11/6/13	\$ 19,705	\$ 19,705	\$ 19,705		\$ 19,705	\$ 19,705	\$ 19,705	\$ -	\$ -	\$ -	\$ 462,534	100%
05/12/2009	\$ 28,000	5	11/6/13 12/26/13	\$ 35,965	\$ 35,965	\$ 35,965		\$ 35,965	\$ 35,965	\$ 35,965	\$ -	\$ -	\$ -	\$ 462,534	100%
05/18/2009	\$ 25,000	5	12/26/13 1/6/14	\$ 31,051	\$ 31,051	\$ 31,051		\$ 31,051	\$ 31,051	\$ 31,051	\$ -	\$ -	\$ -	\$ 462,534	100%
06/02/2009	\$ 4,055	5	1/6/14 1/6/14	\$ 5,043	\$ 5,043	\$ 5,043		\$ 5,043	\$ 5,043	\$ 5,043	\$ -	\$ -	\$ -	\$ 462,534	100%
06/03/2009	\$ 35,000	5	1/6/14 1/23/14	\$ 43,544	\$ 43,544	\$ 43,544		\$ 43,544	\$ 43,544	\$ 43,544	\$ -	\$ -	\$ -	\$ 462,534	100%
06/08/2009	\$ 25,000	6	1/23/14 1/29/14	\$ 31,154	\$ 31,154	\$ 31,154		\$ 31,154	\$ 31,154	\$ 31,154	\$ -	\$ -	\$ -	\$ 462,534	100%
06/10/2009	\$ 10,000	6	1/29/14 2/7/14	\$ 12,437	\$ 12,437	\$ 12,437		\$ 12,437	\$ 12,437	\$ 12,437	\$ -	\$ -	\$ -	\$ 462,534	100%
08/31/2009	\$ 530,037	6	2/7/14 4/1/14	\$ 656,396	\$ 656,396	\$ 656,396		\$ 656,396	\$ 656,396	\$ 656,396	\$ -	\$ -	\$ -	\$ 462,534	100%
03/31/2010	\$ 310,000	7	6/11/14 8/13/14	\$ 300,000	\$ 300,000	\$ 300,000		\$ 300,000	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 462,534	100%
05/05/2010	\$ 120,000	7	4/30/14 5/5/14	\$ 120,000	\$ 120,000	\$ 120,000		\$ 120,000	\$ 120,000	\$ 120,000	\$ -	\$ -	\$ -	\$ 462,534	100%
05/14/2010	\$ 100,000	7	4/22/14 4/25/14	\$ 100,000	\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 462,534	100%
06/22/2010	\$ 130,000	7	4/2/14 4/2/14	\$ 130,000	\$ 130,000	\$ 130,000		\$ 130,000	\$ 130,000	\$ 130,000	\$ -	\$ -	\$ -	\$ 462,534	100%
07/15/2010	\$ 10,000	7	9/15/12 9/15/12	\$ 11,734	\$ 11,734	\$ 11,734		\$ 11,734	\$ 11,734	\$ 11,734	\$ -	\$ -	\$ -	\$ 462,534	100%
07/23/2010	\$ 100,000	7	8/21/14 8/27/14	\$ 100,000	\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 462,534	100%
09/07/2010	\$ 50,000	7	9/25/14 9/25/14	\$ 50,000	\$ 50,000	\$ 50,000		\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 462,534	100%
10/04/2010	\$ 50,000	7	3/18/14 3/31/14	\$ 50,000	\$ 50,000	\$ 50,000		\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 462,534	100%
10/08/2010	\$ 50,000	7	6/9/14 6/9/14	\$ 64,685	\$ 64,685	\$ 64,685		\$ 64,685	\$ 64,685	\$ 64,685	\$ -	\$ -	\$ -	\$ 462,534	100%
11/04/2010	\$ 40,000	7	2/5/13 2/5/13	\$ 47,554	\$ 47,554	\$ 47,554		\$ 47,554	\$ 47,554	\$ 47,554	\$ -	\$ -	\$ -	\$ 462,534	100%
11/15/2010	\$ 50,000	7	11/14/14 11/14/14	\$ 50,000	\$ 50,000	\$ 50,000		\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 462,534	100%
12/06/2010	\$ 78,333	7	3/26/13 3/26/13	\$ 93,451	\$ 93,451	\$ 93,451		\$ 93,451	\$ 93,451	\$ 93,451	\$ -	\$ -	\$ -	\$ 462,534	100%
12/16/2010	\$ 30,000	7	2/5/13 2/5/13	\$ 35,429	\$ 35,429	\$ 35,429		\$ 35,429	\$ 35,429	\$ 35,429	\$ -	\$ -	\$ -	\$ 462,534	100%
02/02/2011	\$ 125,000	7	5/14/14 5/28/14	\$ 125,000	\$ 125,000	\$ 125,000		\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ 462,534	100%
02/14/2011	\$ 62,000	7	6/3/14 9/29/69	\$ 62,000	\$ 62,000	\$ 62,000		\$ 62,000	\$ 62,000	\$ 62,000	\$ -	\$ -	\$ -	\$ 462,534	100%
07/28/2011	\$ 60,000	7	9/9/14 9/9/14	\$ 76,245	\$ 76,245	\$ 76,245		\$ 76,245	\$ 76,245	\$ 76,245	\$ -	\$ -	\$ -	\$ 462,534	100%
	\$ 2,731,420			\$ 399,160	\$ 2,591,551	\$ 2,990,711		\$ 876,837	\$ 2,591,552	\$ 3,468,389	\$ 544,156	\$ 81,622	\$ 462,534		
Notes															
(1) Backing out all sales that occurred prior to 4/17/10 (see attached schedule of excerpt from Exhibit RX-1A).															
(2) This portion of the \$35,625 loan was converted into shares that were given to Lauren Jarman, and no loss from this transaction is reflected for this analysis.															
(3) This portion of the \$35,000 loan was converted into shares that were given to Old Menachem Jewish Center, and no loss from this transaction is included in this analysis.															
(4) This portion of the \$40,000 loan was converted into shares that were used in lieu of expenses, so no loss from this transaction is included in this analysis.															
Reconciliation to Initial Decision Disgorgement Amount:															
IBEX Disgorgement per Initial Decision \$ 1,580,593															
After-Tax Impact of Pre 4/17/10 Sales \$ (631,686)															
Credit for Capital Gains Tax Paid \$ (193,096)															
Accrued interest on loans at time of sale \$ (259,291)															
Other differences \$ (33,986)															
Corrected IBEX Amount \$ 462,534															

IBEX 2010 Sales before 4/17/10

Excerpt from Exhibit RX-1A

Original Loan Date	Loan Amount	RX-1A Page #	# of Shares Sold by IBEX	Date of Sale	Sold To	Sale Price
1/31/08	\$ 65,748	1	4,000,000	1/27/2010	Mazuma Holding Corporation	\$ 80,000
			3,000,000	2/3/2010	Mazuma Holding Corporation	\$ 55,000
			2,000,000	2/9/2010	Mazuma Holding Corporation	\$ 40,000
			2,600,000	2/12/2010	Mazuma Holding Corporation	\$ 60,000
			2,600,000	2/19/2010	Mazuma Holding Corporation	\$ 60,000
			4,000,000	3/5/2010	Mazuma Holding Corporation	\$ 80,000
			4,000,000	3/12/2010	Mazuma Holding Corporation	\$ 80,000
			5,500,000	3/22/2010	Mazuma Holding Corporation	\$ 120,000
			6,000,000	4/6/2010	Mazuma Holding Corporation	\$ 138,000
			4,400,000	4/15/2010	Mazuma Holding Corporation	\$ 100,000
						<u>\$ 813,000</u>

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a true and correct copy of the following documents on the date and in the manner indicated below.

RESPONDENTS' MOTION FOR LEAVE TO SUPPLEMENT THE RECORD PURSUANT TO COMMISSION RULES OF PRACTICE 323 AND 452

Office of the Secretary
Securities and Exchange Commission
Attn: Secretary of the Commission Brent J. Fields
100 F Street, N.E.
Mail Stop 1090
Washington, D.C. 20549
Fax: (202) 772-9324
alj@sec.gov
(03/29/2017 via overnight mail and electronic mail)

Charles Stodghill, Esq.
Paul Kisslinger, Esq.
Division of Enforcement
Securities and Exchange Commission
100 F. Street, N. E.
Washington, DC 20549
(via email on 03/29/2017 pursuant to the parties' agreement:
concannons@SEC.GOV; Kisslingerp@sec.gov; stodghillc@sec.gov)

Attorneys for SEC Division of Enforcement



Stanley C. Morris