

**SECOND AMENDMENT TO  
LICENSE AGREEMENT**

**THIS SECOND AMENDMENT TO LICENSE AGREEMENT** (this "**Amendment**"), is made and entered into as of October \_\_\_\_\_, 2013 by and among LEONARDO CORPORATION, a New Hampshire Corporation ("**Leonardo**"), ANDREA ROSSI ("**Rossi**"), AMPENERGO, INC., an Ohio corporation ("**AEG**"), and INDUSTRIAL HEAT, LLC, a Delaware limited liability company (the "**Company**"). Each of Leonardo, Rossi, AEG and the Company are referred to herein as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, the Parties entered into that certain License Agreement effective as of October 26, 2012, as amended by that certain First Amendment to License Agreement entered into as of April 29, 2013 (as amended, the "**Agreement**"), and desire to amend the Agreement in certain respects. Capitalized terms used herein without definition have the respective meanings set forth in the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Amendment.** Section 5 of the Agreement is hereby amended to delete it in its entirety and replace it with the following:

**5. Guaranteed Performance.**

Payment of the amount set forth in Section 3(c) above is contingent upon a six cylinder Hot Cat unit reasonably acceptable to the Company (the "**Six Cylinder Unit**") operating at the same level (or better) at which Validation was achieved for a period of 350 days (even if not consecutive) within a 400 day period commencing on the date agreed to in writing between the Parties ("**Guaranteed Performance**"). Each of Leonardo and Rossi will use their commercially reasonable best efforts to cause Guaranteed Performance to be achieved, including making repairs, adjustments and alterations to the Six Cylinder Unit as needed to achieve Guaranteed Performance. The ERV (or another party acceptable to the Company and Leonardo) will be engaged to confirm in writing the Guaranteed Performance. Guaranteed Performance will not be deemed achieved unless such written confirmation is received or waived by the Company. In the event Guaranteed Performance is not achieved within the time period set forth in this Section (as such time period may be extended by the Company in its sole discretion), but the ERV confirms that during such time period the Six Cylinder Unit consistently produced energy that is more than 2.6 times greater than the energy consumed by the Six Cylinder Unit and that the temperature of the steam produced by the Six Cylinder Unit was consistently 100 degrees Celsius or greater, then the amount payable by the Company pursuant to Section 3(c) above shall be reduced proportionally (based on a percentage rounded to two decimal places) to account for the reduction in the Energy Multiple (which shall be rounded to the nearest tenth), with the Energy Multiple of 6 (or greater) resulting in payment of 100% of the amount payable pursuant to Section 3(c) and the production of energy that is 2.6 (or less) times greater than the energy consumed by the Six Cylinder Unit resulting in zero being payable pursuant to Section 3(c), with the total purchase price



set forth in Section 3.1 to be reduced accordingly. If neither the foregoing standard nor Guaranteed Performance is achieved, the Company shall not be required to pay any amount pursuant to Section 3(c) above and the total purchase price set forth in Section 3.1 shall be reduced accordingly.


2. **No Other Changes.** Except as expressly provided herein, the Agreement remains in full force and effect and is ratified and confirmed by the parties to this Amendment.
3. **Counterparts.** This Amendment may be executed in counterparts, no one of which need contain the original signatures of all Parties, provided that one or more counterparts collectively shall contain the signatures of all Parties to this Amendment. Execution hereof by facsimile shall have the same force and effect as execution by original signature.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby, have duly executed this Second Amendment to License Agreement on the date first above written.

[Signature page follows]

[Signature page to Second Amendment to License Agreement]

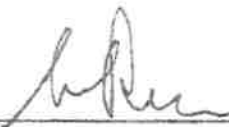
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