

# **EXHIBIT A**



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August 26, 2013

[REDACTED]  
Industrial Heat  
111 E. Hargett Street  
Suite 300  
Raleigh, NC 27601

[REDACTED]  
Deep River Ventures, LLC  
712 Latta Street  
Raleigh, NC 27607

*Re: Joint Representation Agreement for Intellectual Property Matters Related to  
Production of Energy*

Gentlemen:

We thank Industrial Heat ("IH") and Deep River Ventures, LLC ("DRV") for selecting Myers Bigel Sibley & Sajovec, P.A. ("MBSS" or the "Firm") to jointly represent the interests of IH and DRV in connection with the above-referenced matter(s). The North Carolina Rules of Professional Conduct ("Rules") advocate, and our Firm's policy requires, a conflict check and executed agreement prior to our engagement.

We are pleased to advise that our check of potential conflicts identified no present conflicts with the proposed representation. Please note that additional conflict checks may be necessitated for new matters prior to any further engagement of our Firm. While this Representation Agreement and conflicts check are specific to the above-referenced engagement, the attached Terms of Representation contemplate the conventional nature of Intellectual Property practice such that new matters quickly arise, and how the terms of our engagement may be extended to such new matters.

We ask that IH and DRV carefully review this Representation Agreement and the attached Terms of Representation, which together detail the specific terms, scope, and conditions of our representation. Certain provisions regarding specific billing rates and a fee deposit are described below.

IH and DRV agree to be jointly represented by MBSS in connection with the captioned matters. The parties agree that MBSS shall use its independent professional judgment in providing such representation. IH agrees to pay MBSS directly for all such legal services and seek reimbursement from DRV for its share of such services as they deem appropriate.

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The parties hereto believe that their interests are sufficiently similar and so closely aligned that no significant risk or conflict of interest is expected, or can be foreseen, that would affect the ability of MBSS to act as counsel for all of the parties. The parties agree that they have been informed that in the event that MBSS provides advice or legal services that is acceptable to one but not all of them, a conflict could arise with respect to the joint representation. In the event that during the joint representation, if that conflict, or any other conflict of interest arises between the interests of IH and DRV, the parties hereto agree that MBSS shall, at IH's discretion and subject to MBSS' determination that such representation is proper under the North Carolina Rules of Professional Conduct, continue to represent IH, or withdraw from the representation of DRV, or both. DRV agrees that it has the absolute right to obtain or not to obtain separate counsel with respect to these matters, and the MBSS may use in its continued representation of IH any confidential or attorney-client information that it had previously received from any of the parties, and that such information may also be used by DRV and/or its separate counsel.

The parties hereto agree that MBSS may share any confidential and privileged attorney-client information it acquires in connection to the joint representation with the parties hereto without such information thereby losing its protection under the attorney-client privilege. However, MBSS is not authorized to disclose any such information to any other person or entity, except to the extent the disclosure is to any agent of the parties where disclosure would not result in the loss of the attorney-client privilege, or with written authorization of IH and/or DRV, as applicable.



If this Representation Agreement and Terms of Representation are satisfactory to IH and DRV, please sign the enclosed copy and return it to us. MBSS cannot and will not begin its joint engagement of IH and DRV until we have received the executed Representation Agreement and advance deposit.

We look forward to working with IH and DRV on this and any other future intellectual property matters.


Sincerely,



Myers Bigel Sibley & Sajovec, P.A.

**ACCEPTED AND AGREED BY:**

Industrial Heat



Date: 9/17/13

**ACCEPTED AND AGREED BY:**

Deen River Ventures, LLC



Date: 9/18/13

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## TERMS OF REPRESENTATION

We are pleased that IH and DRV have retained Myers Bigel Sibley & Sajovec, P.A. to jointly represent IH and DRV in intellectual property matters related to production of energy. The following information covers our Firm's fees, billing, collection policies, and other terms that will apply during our relationship.

### 1. Fees



### 2. Expenses

Out-of-Pocket Expenses. Expenses may be advanced by MBSS on behalf of IH and DRV, such as government fees, travel expenses (including meals, mileage at the then applicable rate, and lodging), postage and express mail expenses, or the costs of professional search services, on-line computer database services, drafting services, translations, and other goods and services procured external to MBSS specifically for the matter at hand. Included in this latter category are charges for expert witnesses, investigators, court reporters, and fees and expenses billed by other law firms (including foreign associates) when engaged by this law firm on behalf of IH and DRV. Depending on the particular circumstances, we may pay the provider/vendor ourselves on IH and DRV's behalf and invoice IH for reimbursement, or we may require that IH pay such charges directly to the provider/vendor. In the situation where we pay and invoice for reimbursement, we may include a nominal handling charge to cover our processing expense on IH and DRV's behalf and the float on the funds involved. When it is anticipated that the out-of-pocket expenses to be advanced on IH and DRV's behalf will be substantial (for example, for



foreign filing of a patent application or for imaging services in connection with automated litigation support), we may request an advance expense deposit.

*Internal Charges.* In addition to the out-of-pocket expenses discussed above, we record as expenses specific internal support functions necessary for the performance on a particular matter. These expenses may include photocopies, facsimile transmissions, courier delivery, and these charges may vary from our direct costs. For the items to be charged, actual usage is recorded for each matter.

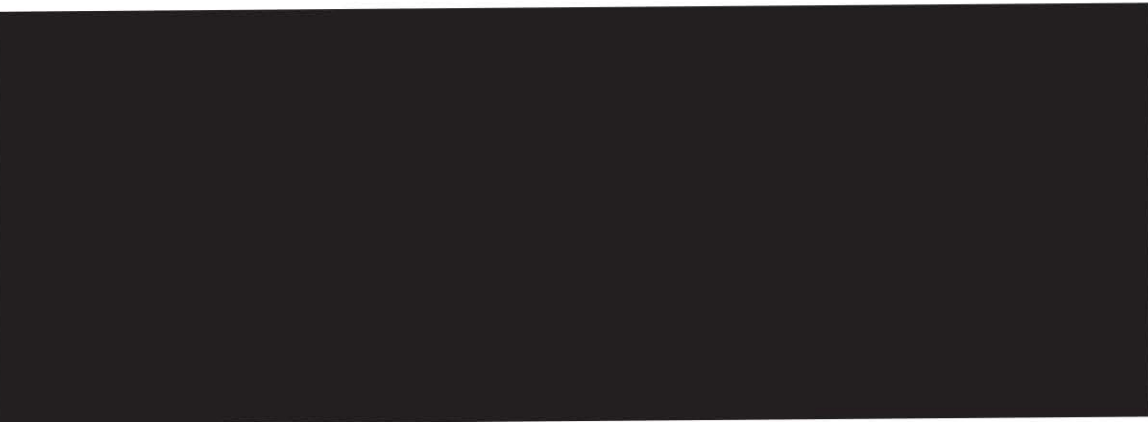
*Interest.* If an invoice has not been paid within thirty (30) days of issuance, we reserve the right to charge interest on the unpaid balance at a rate of one percent per month (12 percent annual rate).

*Delinquent Accounts.* If any invoice remains either partly or wholly unpaid ninety (90) days after issuance, our attorneys are prohibited by firm policy from performing additional work for IH and DRV until the account is brought current. In this situation, MBSS may terminate its joint representation of IH and DRV. Should it be necessary to bring collection action against IH for an overdue invoice, it is agreed that MBSS is entitled to attorneys' fees and all costs involved.

3. **Staffing**

*Staffing.* IH and DRV will be advised concerning the attorneys who will be assigned to the matters covered by this agreement. Although we will attempt to maintain as much continuity as possible with regard to staffing, it may be necessary and/or desirable on occasion make staffing changes. If and when this is considered appropriate for IH and DRV's matter(s), we will make every effort to keep IH and DRV informed about who is working on IH and DRV's behalf, and we ask that IH and DRV advise us if IH and DRV have questions or concerns.

4. **Billing**



5. **Ethics**

**Ethical Guidelines.** At all times the conduct of the attorneys in MBSS is guided by the Rules.

**Confidentiality.** Under the Rules, we are required to preserve the confidences and secrets of our clients. IH and DRV should regard our attorney-client relationship with IH and DRV as one that encourages mutual confidence and unrestrained communication that will facilitate our proper representation of IH and DRV.

**Identity of Client.** IH and DRV should be aware that, in instances in which we represent a corporation or similar legal entity, our client relationship is with the entity itself, not with its individual executives, shareholders, directors, partners, or persons in similar positions. In those cases, our professional obligations are owed to the entity. MBSS can represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity.

**Conflicts.** MBSS represents clients in many diverse technological fields, including in some instances clients involved in technological areas or industries. MBSS aspires to avoid conflicts of interest between clients wherever possible. MBSS will not, during the term of this engagement, represent any other client in the following instances: (i) in the assertion of any claim against IH and DRV, whether or not the claim relates to the subject matter of our representation of IH and DRV; (ii) in any matter in which confidential information we have received from IH and DRV will be implicated; or (iii) in any matter in which our representation of the other client will adversely affect or prejudice our effective representation of IH and DRV. Consistent with the Rules, MBSS will in its sole discretion identify and resolve conflict of interest questions, but will consult with IH and DRV in any matter the Firm deems such consultation necessary or advisable.

6. **Scope of Representation**

**Intellectual Property Law.** Our Firm's practice is dedicated exclusively to intellectual property law, and we do not handle any matters outside this scope of practice. This generally includes patent, trademark, trade dress, and copyright related work, including prosecution, litigation, licensing, *inter partes* and *ex parte* reexamination, and opinion work. Any work beyond this scope must be specifically approved in advance in writing.

**Current and Future Scope of Engagement.** The nature of Intellectual Property practice is that it is conventional for new matters to arise quickly which may or may not be related to matters already being handled by MBSS. Consistent with the "Conflicts" provision above, MBSS will in its sole discretion identify and resolve conflict of interest questions including for any new matters not previously handled by MBSS, regardless of whether such new matters are or are not related to matters already being handled by MBSS. The originally executed Representation Agreement and this Terms of Representation incorporated therein may be extended to such new matters upon a written confirmation only by an attorney of MBSS. Such written confirmation may include, but is not limited to, electronic mail, facsimile, courier, or postal mail.



Insurance. MBSS does not provide guidance on any insurance matters relating to IH and DRV's business. Any guidance that IH and DRV deem necessary regarding insurance matters relating to IH and DRV's business should be sought by IH and DRV. Moreover, MBSS does not refer clients to any third parties regarding insurance matters.

7. **Termination and Modification of Representation**

Termination of the Representation. This joint representation may be terminated at any time by either IH and/or DRV or MBSS. Upon completion of the matter(s) at hand, or at earlier termination of the representation in accordance with the provisions of the agreement, the attorney-client relationship will terminate unless the representation is extended with mutual approval by MBSS and IH and DRV. Of course, matters discussed during the attorney-client relationship remain privileged and confidential if IH and DRV so desire. Termination shall not affect IH's obligation for payment of all fees for services rendered and expenses and charges incurred as of the date of termination, including the right of MBSS to apply any fee deposit to such remaining bill or obligation.

During the course of our representation, there may be time sensitive matters, including deadlines, that if not met, may result in abandonment of a patent application or patent, that will require instructions from IH and DRV and/or third party expenses. IH and DRV acknowledge that MBSS is not responsible for maintaining, paying or attending to any matter for which (i) IH and DRV do not provide a current correspondence email or physical address, (ii) IH and DRV do not provide timely instructions or (iii) for which IH and DRV fail to prepay, upon request by us, for actions that require a third party expense.

Modification to the Agreement. The Representation Agreement and attached Terms of Representation constitute the full agreement between MBSS and IH and DRV. This agreement may be modified only by a subsequent written addendum, signed by both MBSS and IH and DRV.

Prior Representation by Member of Firm. The Representation Agreement and attached Terms of Representation supersede any prior representation agreements with an attorney, or with a prior firm of an attorney, who is now a member of MBSS.

8. **File Retention**

At the conclusion of representation, MBSS will return to IH and DRV any original documents for which a request in writing is made within thirty (30) days of such conclusion. Upon the conclusion of each separate matter, MBSS will close its active file for this matter, but will keep an inactive file containing a copy of all pertinent documents (not including prior art or legal research) for a minimum of six (6) years, as required by the Rules. At the end of such period, MBSS will in its sole discretion dispose of the contents of the inactive file, including any original documents, unless IH and DRV request possession of the file contents.



9. **Resolution of Disputes**

Despite the best efforts to account in the Representation Agreement and this Terms of Representation for all reasonably foreseeable consequences and issues relevant to the Firm's engagement, both the Firm and IH and DRV recognize that differences of opinion may arise between them which cannot be amicably resolved. Should such differences of opinion arise which cannot be so resolved (even though no such situation is anticipated or likely), both the Firm and IH and DRV agree, individually and collectively, to forego litigation of those differences and instead to limit their remedies exclusively to compulsory and binding arbitration, under the provisions of the American Arbitration Association.