

Exhibit 5

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "Amendment"), is made and entered into as of April 29, 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 (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. The Agreement is hereby amended as follows:

A. Section 3.2(a) of the Agreement is hereby amended to delete the fourth sentence in its entirety and replace it with the following:

"The Plant will be available for Validation and delivery on April 30, 2013 (unless otherwise agreed in writing by the Company and Leonardo) and will be delivered to the location specified by the Company, at Leonardo's expense, within thirty Business Days following Validation."

B. Section 4 of the Agreement is hereby amended to delete the second and third sentences of Section 4 in their entirety and to replace them with the following:

"The Validation will be made in the factory of Leonardo in Ferrara, Italy on April 30th and May 1st 2013 (unless otherwise agreed in writing by the Company and Leonardo)." "Validation" will be deemed successful and achieved when the expert responsible for such validation ("ERV") certifies that the performance standards for the Plant set forth in Exhibit A to this Amendment have been met.

C. Section 16.7 of the Agreement is hereby amended to delete it in its entirety and replace it with the following:

16.7 Assignment. Other than the Company's right to sublicense as provided in Section 1, neither Leonardo nor Rossi, nor the Company, shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent; provided that all Parties hereby consent to the assignment and transfer of this Agreement to one or more subsidiaries of the Company that are directly or indirectly wholly-owned by the Company. No delegation or other transfer will relieve

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Leonardo or Rossi or the Company of any of their obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 16.7 is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

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 License Agreement on the date first above written.

[Signature page follows]



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[Signature page to First Amendment to License Agreement]

INDUSTRIAL HEAT, LLC

By: 

Name: Thomas P. Darden

Title: Manager

Address for Notices:

111 East Hargett Street, Suite 300

Raleigh, NC 27601

Email:

LEONARDO CORPORATION

By: 

Name: ROSSI ANDREA

Title: CEO AND PRESIDENT

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Andrea Rossi

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AEG:

AmpEnergio, Inc.

By: 

Name: Karl Woodward

Title: President

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Steubenville, Ohio 43952

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Exhibit A

E-Cat Validation Protocol

Description: Two separate units ("Unit A" and "Unit B"), each composed of a different set of 30 individual E-Cat reactors, will be tested for a period of 24 hours, per the schedule below. Subsequently, a Hot Cat unit will be tested for a period of 15 hours, as described below. For purposes concerning validation achievement, only the performance of Unit A will be considered. Unit B and the Hot Cat are being tested solely for purposes of further research and development.

Location: Factory of Leonardo Corporation, Ferrara, Italy

Schedule:

Unit A will be tested 9:00 a.m. April 30th - 9:00 a.m. May 1st

Unit B will be tested 5:00 p.m. May 1st - 5:00 p.m. May 2nd

The Hot Cat unit will be tested 6:00 p.m. May 2nd - 9:00 a.m. May 3rd

The time of consideration will be the local time in Ferrara, Italy.

Unit A performance requirements: Unit A will be required to consistently produce energy that is at least six times greater than the energy it consumes (that is, a coefficient of performance "COP" of six or greater) and steam that is consistently 100 degrees Celsius or greater during a 24 hour test period.

Unit A test requirements: Prior to the test, the expert responsible for validation ("ERV") must provide Industrial Heat: 1) a list, including make, model and calibration, of all instruments used during the test; and 2) a detailed test protocol which describes, among other things, how the ERV will extract measurements and where he will place thermometers, manometers, flow meters and other such measuring instruments used during the test.

Activation and deactivation of the unit will occur before and after the 24-hour test period. Measurements outside the 24-hour test period will not be included for purposes of calculating the COP. The COP will be calculated as the ratio between generated energy and absorbed energy during the 24-hour period. In the event the individual reactors produce differing COPs, an average COP will be calculated and used for purposes of determining the COP.

The ERV will measure the flow of the heated fluid and the Delta T between the temperature of the fluid before and after the E-Cat reaction. The energy absorbed by the unit will be determined by measuring the electricity consumed. From these measurements, the ERV will determine the COP of the unit.

At the conclusion of the test, the ERV will produce a final report showing the results.

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