

EXHIBIT 20

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Agreement") is made this 21st day of January 2013 (the "Effective Date") by and between Industrial Heat, LLC, a Delaware limited liability company (the "Company"), and AmpEnergco, Inc., an Ohio corporation ("AEG").

WITNESSETH:

WHEREAS, Company is a Delaware limited liability company formed on October 24, 2012; and,

WHEREAS, pursuant to an agreement (the "AEG/LC Agreement") dated April 7, 2011 and entered into between AEG, Leonardo Corporation ("LC"), and Andrea Rossi ("Rossi"), AEG holds the exclusive right from LC to "commercially market and sell the ECAT Technologies and License of manufacturing in the Americas;" and,

WHEREAS, the Company entered into a license agreement with LC, Rossi, and AEG effective as of October 26, 2012 (the "License Agreement"), pursuant to which the Company will control the E-Cat IP and E-Cat Products (each as defined in the License Agreement and collectively referred to herein as the "E-Cat Technology" and specifically including, without limitation, the "Hot Cat") in the Americas, China, Russia, Saudi Arabia, and the United Arab Emirates (the "Territory"); and,

WHEREAS, AEG wishes to contribute and the Company wishes to accept certain property rights and interests in consideration for the issuance by Company of agreed upon Membership Interests to AEG in such proportions and at such times as set forth in this Agreement; and,

WHEREAS, the Company and AEG are entering into this Agreement to more fully document the terms generally set forth in that certain Memorandum of Terms between the Company and AEG dated October 26, 2012, which shall be superseded by this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is agreed as follows:

1. Contribution of AEG Property.
 - (a) In exchange for the contingent future right to receive voting Membership Interests in the Company and certain cash consideration upon the occurrence of certain events, as more specifically described hereinbelow, AEG hereby contributes, conveys, assigns and transfers to Company as a capital contribution, and Company hereby accepts from AEG, AEG's exclusive rights to commercially market and sell the E-Cat technologies and license of manufacturing in North, South, Central America and the Caribbean, all as more specifically set forth in the AEG/LC Agreement, as well as any other rights AEG has under the AEG/LC Agreement (the "Contributed Property").

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- (b) The fair market value of the Contributed Property on the Effective Date is uncertain and is ascertainable only upon the occurrence of the events described in Sections 2(a) and 2(b) below, and such fair market value shall be determined pursuant to those provisions of this Agreement. At such times, if any, as AEG is issued Membership Interests in the Company pursuant to the provisions of Sections 2(a) and 2(b) below, the fair market value of the Contributed Property as established under this Agreement shall be utilized in recording such property on the Company's books and records maintained for purposes of complying with Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder, in the manner described respectively in Sections 2(a) and 2(b) below.

2. Issuance of Equity and Cash Consideration. In consideration of AEG's contributing the Contributed Property to the Company, AEG shall be entitled to receive from the Company the following:

- (a) Within thirty (30) days following the date LC receives \$10 million as provided in Section 3.2(b) of the License Agreement, the Company will issue to AEG, in partial consideration of AEG's contribution of the Contributed Property, voting Membership Interests (the "Equity") equivalent to \$4.5 million in value (the "First Tranche") based on an agreed valuation of the Company at that time of \$12.05 Million; provided however, that the Company may elect to deliver to AEG such consideration in the form of cash or a combination of cash and equity. By way of example, if the First Tranche due to AEG is received as Equity in the Company, AEG would own 27.19% of the Company ($\$4.5 \text{ million} \div (\$12.05 \text{ million} + \$4.5 \text{ million})$). It is the intent of AEG and the Company to work together to successfully raise the \$4.5 million reflected in this paragraph. If, despite the reasonable best efforts of each party, the entire \$4.5 million is not raised in cash, the amount not raised in cash will be issued as Equity in the Company as set forth in this paragraph.

For purposes of AEG's Capital Account in the Company, if AEG is entitled to receive the First Tranche of Equity and/or cash as provided above, AEG shall be credited with making a Capital Contribution in an amount equal to \$4.5 million less any amount of cash received pursuant to this Section 2(a) and shall be credited with a Capital Account in such amount. By way of example, based on the example above in this Section 2(a), if AEG receives all Equity, it would be entitled to Capital Account credit of \$4.5 million.

- (b) Within five (5) business days following the date LC receives \$89 million or \$44.5 million, as the case may be, as provided in Section 3.2(c) of the License Agreement (the "3.2(c) LC Payment"), the Company will issue to AEG, in partial consideration of AEG's contribution of the Property, Equity based upon a deemed contribution to the Company of \$45 million (the "Second Tranche"), less the Minimum Cash (as defined below) due, if any, with such Equity to be priced

based upon a 20% discount to the pre-money fair market value of the Company at that time as determined by the terms utilized with other participating investors at that time (the "pre-money FMV"). If as of the time the 3.2(c) LC Payment is made, AEG has not previously received total cash payments or distributions of not less than \$5 million (the "Minimum Cash") from the Company, then the Company shall pay or distribute to AEG the portion of the Second Tranche necessary to provide an amount of cash equal to the difference between the amount of cash payments or distributions previously received by AEG pursuant to this Agreement and \$5M and shall issue the balance of the Second Tranche in Equity. By way of example, if the Company elects to provide only Equity to AEG and the then pre-money FMV of the Company is \$1 billion, AEG would receive a 5.33% ownership interest in the Company upon a deemed contribution to the Company of \$45 million. If the Company pays or distributes \$4.5 million of the Second Tranche in cash and the remainder in Equity and the then pre-money FMV of the Company is \$1 billion, AEG would receive a 4.82% ownership interest in the Company upon issuance of Equity based upon a deemed contribution to the Company of \$40.5 million.

For purposes of AEG's Capital Account in the Company, if AEG is entitled to receive the Second Tranche, AEG shall be credited with an increase in the amount of its Capital Contribution in an amount equal to the value of the Equity received, if any, based upon the pre-money FMV of the Company without regard to the discount pricing received by AEG. By way of example, based on the first example above in this Section 2(b), if AEG receives all Equity, it would be entitled to Capital Account credit of \$55.7 million.

- (c) The issuance of any Equity pursuant to this Agreement will be accomplished by a customary Membership Purchase Agreement among AEG and the then existing Members of the Company providing for (i) customary preemptive rights with respect to the issuance of any new securities of the Company, (ii) customary co-sale rights and obligations with respect to any sale of the securities of the Company by its Members, (iii) so long as AEG is an owner of at least 15% of the outstanding equity of the Company, the right of AEG to designate an individual to serve on the Company's governing body, with the voting power of such individual in relation to the total voting power of the governing body not to exceed AEG's percentage ownership of the outstanding equity of the Company; and (iv) certain consent rights relative to the sale or sublicense of the E-Cat Technology by the Company to an affiliate of a member of the Company for less than fair value.

In connection with the issuance of any securities in the Company as contemplated above, AEG agrees to provide any representations and execute any documents required by the Company to comply with applicable securities laws. Further, as a condition to the closing of any such transaction, AEG shall enter into the operating agreement of the Company in effect at such time and shall be subject to such terms and conditions contained therein as are applicable to other members of the Company at such time.

3. Right to Receive Proceeds. The Company has paid to AEG \$550,000 in exchange for the contingent future right to receive proceeds as described herein (the "Right to Receive Proceeds"), and AEG acknowledges receipt of such payment. The Company may exercise the Right to Receive Proceeds at any time following termination, for any reason, of the License Agreement by providing written notice of such exercise to AEG; provided that the Right to Receive Proceeds will expire and terminate, in any event, upon compliance by LC and Rossi with all delivery and other obligations under the License Agreement and payment by the Company of all amounts that become due and payable under the License Agreement. Upon exercise of the Right to Receive Proceeds, the Company will acquire a 27.19% interest in all payments to which AEG is or becomes entitled under the AEG/LC Agreement in accordance with the Assignment of Payment Rights in the form attached hereto as Exhibit A. In no event will the Company be entitled to receive any revenue payable by the Company to AEG as a result of the License Agreement, it being understood that any and all such revenue is intended to benefit the current owners of AEG. AEG represents and warrants that the AEG/LC Agreement is in full force and effect as of the date hereof, has not been amended, assigned, transferred, pledged, or a security interest granted therein, and AEG's rights thereunder have not otherwise been altered or terminated. Further, from the date of this Agreement through closing of the exercise by the Company of its Rights to Receive Proceeds, AEG will not amend, assign, transfer, pledge, grant a security interest in or otherwise alter or terminate its rights under the AEG/LC Agreement without the prior written consent of the Company.

4. Intent of Parties. The Company anticipates receiving the exclusive right and license to develop, manufacture, make, have made, use, have used, offer to sell, have offered for sale, sell, have sold, import, and have imported all products deriving from the E-Cat IP in the Territory, as contemplated by the License Agreement. Upon receipt of such exclusive right and license, the Company plans to sublicense and commercialize the E-Cat Technology and, provided that AEG has received or will receive Equity in the Company, the parties intend to work together in doing so. In connection therewith, AEG intends to work closely with the Company towards the successful commercialization of the E-Cat Technology, including AEG providing assistance in future negotiations regarding research and licensing agreements with commercial and government entities with which AEG has had a prior and ongoing relationship and assisting with additional investments into the Company from outside investors known to AEG.

5. Confidentiality. AEG will, at all times both during and following the term of this Agreement, (a) maintain, preserve, and protect the confidential, proprietary and trade secret nature of the "Confidential Information," as defined below, whether such Confidential Information relates to business, technical, financial or other affairs of the Company, or any affiliate of the Company, and whether such Confidential Information was received by or disclosed to AEG in oral, written or electronic form, and (b) refrain from using for the benefit of itself or any third party, or disclosing to any third party, any of the Confidential Information without the written consent of the Company. The term "Confidential Information" as used herein shall mean and include all information not generally available to the public regarding this Agreement or the License Agreement or relating to the business, technical, financial or other affairs of the Company or its affiliates, including, without limitation, the fact that this Agreement or the License Agreement exists or the terms thereof (provided that AEG and its shareholders

may disclose the payment terms of this Agreement to their personal tax advisors), all information relating to intellectual property and products licensed pursuant to the License Agreement, all information relating to pricing, financing, business structure, transactions and parties to transactions, investors, and the internal affairs and relationships of the Company or its affiliates with third parties, and all information disclosed to or received by AEG which is specifically and reasonably identified to it by the Company or any affiliate, either orally, in writing or electronically, as constituting Confidential Information hereunder. Notwithstanding the foregoing, AEG will be entitled to disclose Confidential Information to the extent necessary to satisfy the demands of valid legal process and to the extent such information becomes publicly available through means not involving a breach of its obligations hereunder; provided, however, that if AEG shall become subject to any legal process requesting disclosure of any Confidential Information, AEG will promptly notify the Company in writing so that the Company, at its election, may seek to prevent such disclosure or to obtain a protective order maintaining the confidentiality of such information. The violation of the confidentiality provisions set forth above would cause irreparable harm that may not be adequately calculated or fully remedied by monetary relief. Accordingly, in the event of any such violation by AEG or any of its shareholders or principals, the Company will be entitled to seek and obtain injunctive relief in addition to and not in lieu of money damages.

6. Taxes. To the extent AEG receives Equity pursuant to Sections 2(a) and 2(b) of this Agreement, the parties agree to treat such transaction for income tax reporting and all other income tax purposes as a qualifying exchange of property for partnership interests for income tax purposes under Section 721(a) of the Code. To the extent AEG receives cash pursuant to Sections 2(a) and 2(b) of this Agreement, the parties agree to treat such transaction for income tax reporting and all other income tax purposes as a sale under the rules of Section 707(a)(2)(B) of the Code and Treasury Regulation Section 1.707-3. The parties agree to take tax return positions consistent with the prior two sentences and claim such treatment in any audit or other tax proceeding.

7. No Assignment. Neither party will be entitled to assign this Agreement to any person without the prior written consent of the other party, which consent may be given or withheld or conditioned in such party's sole discretion.

8. Entire Agreement; Binding Effect. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and any prior agreements pertaining thereto, whether oral or written, are hereby merged and integrated into this Agreement. No subsequent amendment, modification or other change of this Agreement will be valid, binding or enforceable unless the same shall be made in writing and signed by the person against whom enforcement is sought. This Agreement settles and resolves in full all matters between the parties and/or any of their respective affiliates, members, managers, owners, representatives, or agents (collectively, "Affiliated Parties") with respect to the payments due AEG in connection with the License Agreement, it being understood that the Affiliated Parties shall be third party beneficiaries of this paragraph. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Company and AEG as their interests appear.

9. Notices. All communications between the parties or notices or other information

sent under this Agreement shall be in writing, hand delivered or sent by overnight courier for next business day delivery, addressed to the relevant Party at its address specified below or at such other address as such Party may request in writing. All such communications and notices shall be effective the next business day following delivery to the courier.

If to the Company:

Industrial Heat, I.L.C
Attention: Tam Darden
111 East Hargett Street, Suite 300
Raleigh, North Carolina 27601

with a copy to:

Schell Bray, PLLC
Attention: Thomas C. Watkins, Esq.
230 North Elm Street, Suite 1500
Greensboro, NC 27401

If to AEG:

AmpEnergco, Inc.
Attention: Karl Norwood
4110 Sunset Boulevard
Steubenville, Ohio 43952

And

NAI Norwood Group
Attention: Karl Norwood
116 South River Road
Bedford, NH 03110

with a copy to:

Nixon Peabody LLP
Attention: James C. Hood
900 Elm Street
Manchester, NH 03101

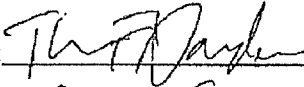
10. Counterparts. This Agreement may be executed in counterparts, no one of which need contain the original signatures of all parties hereto, provided that one or more counterparts collectively shall contain the signatures of both parties to this Agreement. Execution hereof by facsimile or electronic mail shall have the same force and effect as execution by original signature.

11. Governing Law. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

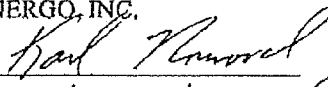
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, as of the day and year first above written.

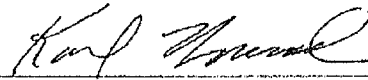
INDUSTRIAL HEAT, LLC


By: 
Name: THOMAS F. DARDEN
Title: Managing Member

AMPENERGO, INC.

By: 
Name: Karl Norwood
Title: President

The undersigned, being shareholders of AEG, hereby join into this Agreement for purposes of being personally bound by the provisions set forth herein and acknowledging and agreeing that any breach by them of the confidentiality provisions set forth herein shall also be deemed a breach by AEG.


Karl Norwood


Craig Cassano


Ron Engleman

Robert Gentile


Richard Noceti

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