

# **Exhibit 13**

December plant visit

JT Vaughn

to:

Andrea Rossi, Andrea Rossi, Hank Johnson, Colette Sauer

12/09/2015 11:51 AM

Cc:

Tom Darden, Joseph Murray, T Barker Dameron

Hide Details

From: JT Vaughn <jvaughn@industrialheat.co>

To: Andrea Rossi <eon333@libero.it>, Andrea Rossi <ar.123@mail.com>, Hank Johnson

<hjohnson@hwjlaw.net>, Colette Sauer <cksauer@hwjlaw.net>

Cc: Tom Darden <tdarden@industrialheat.co>, Joseph Murray

<Jmurray@industrialheat.co>, T Barker Dameron <tdameron@industrialheat.co>

History: This message has been forwarded.

Dear Andrea and Henry,

Pursuant to the Term Sheet dated August 13, 2014 between Industrial Heat, LLC, Leonardo Corporation and JM Chemical Products, Inc., we are writing to schedule a visit to the Miami production facility.

Pursuant to Paragraphs 13, 14 and 17 of the Term Sheet, the purpose of our visit is to inspect the 1MW Plant, to evaluate the monitoring and control measures currently in place, and to obtain copies of records of the operation of the 1MW Plant. Please provide us with your availability for a visit over the next two weeks and we will make plans accordingly. We look forward to hearing from you soon.

Best,

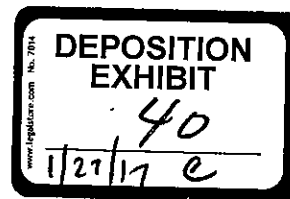
JT

JT Vaughn

Industrial Heat

p: 919.670.2811

e: [jvaughn@industrialheat.co](mailto:jvaughn@industrialheat.co)



**J.M. Products, Inc.**  
7861 46<sup>TH</sup> STREET  
DORAL, FLORIDA 33166

HENRY W. JOHNSON  
<mailto:hjohnson@hwjlaw.net>

TELEPHONE (786)631-4676  
TELECOPIER (786)631-4741

December 9, 2015

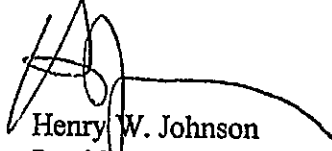
J.T. Vaughn  
Industrial Heat  
111 East Hargett Street  
Suite 300  
Raleigh, NC 27601

Mr. Vaughn:

J.M. Products, Inc. has been informed by Leonardo Corporation's attorney, John Annesser, Esq., that he believes that Industrial Heat is in breach of the License Agreement pertaining to the E-Cat Plant and the related intellectual property. For security purposes, attorney Annesser has requested that J.M. Products, Inc. not permit anyone other than those working at the plant to access the facility or the E-Cat Plant. As you know, J.M. Products, Inc., Industrial Heat, LLC and Leonardo Corporation are all parties to the "Term Sheet" regarding the operation of the E-Cat Plant at the J.M. Products, Inc. facility. It is neither the intent or desire of J.M. Products, Inc. to interfere or become entangled in any dispute between your company and Leonardo Corporation. As such, please have your attorney contact Mr. Annesser to coordinate any visits to the plant.

J.M. Products, Inc. will be happy to comply with any agreement between Industrial Heat, LLC and Leonardo Corporation regarding access to the J.M. Products facility to inspect the E-Cat Plant. It is our hope that you can resolve any differences between your company and Leonardo Corporation so that we may all continue to enjoy a mutually beneficial business relationship.

Sincerely,

  
Henry W. Johnson  
President



HWJ:ck

# JONES DAY

600 BRICKELL AVENUE • BRICKELL WORLD PLAZA • SUITE 3300 • MIAMI, FLORIDA 33131  
TELEPHONE: +1.305.714.9700 • FACSIMILE: +1.305.714.9799

February 22, 2016

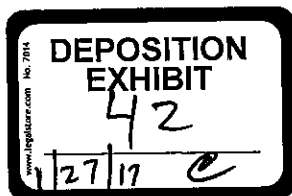
Via E-Mail & U.S. Mail  
Henry W. Johnson, Esq.  
J.M. Products, Inc.  
7861 46th Street  
Doral, Florida 33166  
hjohnson@hwjlaw.net

Mr. Johnson:

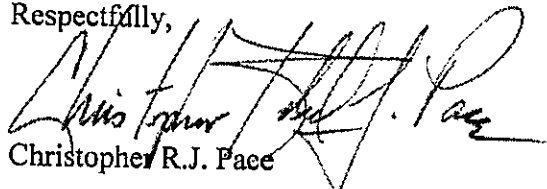
Please be advised that J.M. Products ("JMP") has defaulted under the Term Sheet dated August 13, 2014 ("Term Sheet") by denying J.T. Vaughn, an Industrial Heat, LLC ("IH") employee, access to the 1 MW Plant during the morning of February 16, 2016. The Term Sheet clearly states that "IH will be allowed to visit the 1 MW Plant *at any time*, with customers or with IH personnel" (emphasis added).

We would also like to address with JMP or its counsel the subject of IH providing additional security for the 1 MW Plant. IH personnel were advised on February 16 while at the location where the 1 MW Plant is stored that, after certain procedures were performed by Fabio Penon, the 1 MW Plant would be shut down for an extended period and parts would be removed (for testing) from the 1 MW Plant. To avoid any further disassembly of the 1 MW Plant, the 1 MW Plant was locked in its containers on February 17, but is not otherwise subject to additional security.

This letter is not intended to be an exhaustive list of defaults under the Term Sheet, but simply to identify one recent and material default, and further to raise the issue of security in connection with the 1 MW Plant.



Respectfully,

  
Christopher R.J. Pace

cc: John W. Annesser, Esq. (counsel for Leonardo Corp. & Andrea Rossi)