

# **EXHIBIT 2**

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**From:** Andrea Rossi <ar.123@mail.com>  
**Sent:** Friday, July 11, 2014 7:28 AM  
**To:** Tom Darden  
**Attachments:** attachment-1.doc

Dear Tom,

Here is the contract they are ready to sign: they just touched the # 19 in a way I deem acceptable, they just made it reciprocal.

About the meeting in London: they prefer to act as the US company ( JM Corp) because they are a public company and the only point on which I had to insist has been their terror to get engaged in a thing like the one happened with the Swedish radio, Krivit etc. We will meet The officers of JM in the USA. So far . I wouldn't touch this botton now.

Next week we should receive it signed from them, then I will sign it, then it will be forwarded to you. Please send me a confidentiality agreement form to be attached to the contract, to make it integral part of the contract. I am sure your Attorney will make it perfect.

Warmest Regards,  
Andrea

RENTAL AGREEMENT OF THE 1 MW E-CAT OF INDUSTRIAL HEAT

The parties to this Term Sheet are Industrial Heat, LLC ("IH"); JM CORPORATION (JM), the operator of a Miami production facility; and Leonardo Corporation ("Leonardo").

1. Industrial Heat, LLC, directly or through its affiliates, owns a 1 MW E-Cat steam plant (the "1 MW Plant") built by affiliates of Leonardo in Italy in 2013.
2. JM operates a production facility in Miami, FL, which requires low temperature steam.
3. Leonardo has technical knowledge about the operation and maintenance of the 1 MW Plant
4. IH intends to make available to JM the 1 MW plant for a period of 2 years.
5. Leonardo will assist in the installation of the 1 MW Plant at the Miami JM facility, at no cost to JM or IH.
6. JM will pay rent of \$1000 per day to IH or its designee, monthly in arrears, once the 1 MW plant is installed in their facility and operating at a capacity of 1 MW. However, if the plant provides less than 1 MW of thermal energy, the rental rate will be reduced proportionally. If the plant produces more than 1 MW, there will be no increase in the rental rate.
7. IH will provide all maintenance on the 1 MW Plant during the 2 year rental period.
8. Dr. Andrea Rossi of Leonardo Corp will be responsible for the operation of the 1 MW Plant, assisted by M.Eng. Fulvio Fabiani and any others designated by IH. There will be no additional cost to JM or IH for these services.
9. The personnel of JM will not have access to the inside of the 1 MW Plant or to information about how the 1 MW Plant operates, which are trade secrets of Leonardo and IH.
10. If the 1 MW Plant fails to operate, rent will be reduced proportional to the time that the 1 MW Plant fails to operate, unless the failure is caused by some other party or reason besides IH or Leonardo. If the 1 MW Plant fails to operate for reasons which are not controlled by IH or Leonardo, rent will not be reduced. By way of example, if electrical power is not furnished to the plant, and as a result it fails to operate, rent will be owed nonetheless.
11. If the 1 MW Plant fails to operate for any reason, JM will not be paid any consequential damages or costs and IH will have the option to terminate the rental agreement and pick up the 1MW Plant.
12. JM will provide reasonable insurance covering the cost of any damage caused by the 1 MW Plant, naming IH and Leonardo as additional insureds.
13. IH will be allowed to visit the 1 MW Plant at any time, with customers or with IH personnel, with 3 days notice.

14. IH will continue to own the 1 MW Plant and JM will not have any right to buy or retain the plant. Upon expiration of the rental period, or earlier termination if there is a default under the rental agreement, IH may pick up the 1 MW Plant.
15. JM will not encumber the 1 MW Plant with any lien or obligation to any third party.
16. IH or Leonardo will furnish to JM a letter from the Healthcare Office of Miami allowing the operation of the 1 MW Plant.
17. IH and Leonardo will be responsible for their personnel inside the factory of JM, and JM will be responsible for their personnel inside their factory.
18. JM will keep records of the operation of the 1MW Plant as reasonably requested by Leonardo or IH and will provide copies of such records to Leonardo and IH upon request.
19. Definitive documentation for the transaction will include appropriate confidentiality provisions. JM agrees that it will not make any public announcements regarding the 1 MW Plant unless first approved by IH, while IH and/or Leonardo will not make any public announcements regarding the same unless first approved by JM.

Signed in Miami, on

Signatures:

For JM Corporation

For Industrial Heat

For Leonardo Corporation