

IN THE COUNTY COURT FOR THE
EIGHTH JUDICIAL CIRCUIT, IN AND
FOR ALACHUA COUNTY, FLORIDA

CASE NO.: 2012-CC-3033
DIVISION: IV

UNIVERSITY OF FLORIDA RESEARCH
FOUNDATION, INCORPORATED, a
Florida non-profit corporation,

Plaintiff,

v.

EMERALD ENDEAVORS, INC., a Florida
corporation,

Defendant.

FILED
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2012 JUL 27 PM 2:12
J.K. "BUDDY" IRBY
CLERK OF COURTS
ALACHUA COUNTY, FL.

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff, University of Florida Research Foundation, Incorporated, a Florida corporation
("**Plaintiff**"), through its undersigned counsel, hereby sues Defendant, Emerald Endeavors, Inc.,
a Florida corporation, ("**Defendant**"), and alleges:

1. This is an action for breach of contract in which the damages exceed the sum of \$5,000.00.
2. Plaintiff is a Florida corporation with its principle place of business in Gainesville, Florida.
3. Defendant is a Florida corporation.
4. Defendant breached the contract that is the subject of this suit in Alachua County, Florida, by failing to perform acts required by the contract to be performed in the State of Florida and consequently injured persons or property, to wit, Plaintiff, in Florida.



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5. Venue in this action is proper because the actions giving rise to the claims asserted in this Complaint occurred in Alachua County, Florida.

6. On or about October 1, 2010, Plaintiff and Defendant entered into that certain Option Agreement A9814 (the "**A9814 Agreement**"), Option Agreement A9536 (the "**A9536 Agreement**"), and Option Agreement A9538 (the "**A9538 Agreement**") (collectively, the "**Agreements**"). A true and correct copy of the Agreement are attached hereto and incorporated herein as **Composite Exhibit A**.

7. On or about January 18, 2011, Plaintiff and Defendant executed a First Amendment to the A9814 Agreement (the "**A9814 Amendment**"), a First Amendment to the A9536 Agreement (the "**A9536 Amendment**"), and a First Amendment to the A9538 Agreement (the "**A9538 Amendment**") (collectively, the "**Amendments**"), amending the terms of Section 1 of the Agreements. A true and correct copy of the Amendments are attached hereto and incorporated herein as **Composite Exhibit B**.

8. Pursuant to the Agreements and Amendments, Defendant agreed to pay Plaintiff patent costs in the amount of 50% of the costs associated with the patent rights under the Agreements (Section 7).

9. Defendant breached the Agreements by failing to pay amounts due under Sections 7 of the Agreements.

10. By letter dated April 9, 2012 (the "**Collections Date**"), a copy of which is attached hereto as **Exhibit C**, and pursuant to Section 16 of the Agreement, Plaintiff notified the Defendant of its delinquency for failure to pay amounts due under the Agreements. The letter provided the Defendant with seven (7) days to pay all past due sums under the Agreements.

11. By letter dated July 2, 2012, a copy of which is attached hereto as **Exhibit D**, Plaintiff demanded payment from Defendant of all amounts owed to Plaintiff by Defendant

under the Agreement.

12. Defendant remains liable to Plaintiff for all amounts owed prior to the Collections Date.

13. Defendant remains in breach of the Agreements by virtue of Defendant's failure to pay Plaintiff all amounts due to Plaintiff under the Agreements.

14. Plaintiff has retained the law firm of Akerman Senterfitt to represent it in this action and has agreed to pay a reasonable fee for the firm's services.

15. There is now due and owing to Plaintiff from Defendant the amount of \$12,827.81, plus interest.

16. All conditions precedent to the filing of this action, if any, have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff, UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INCORPORATED, a Florida corporation, demands judgment against Defendant, EMERALD ENDEAVORS, INC., a Florida corporation, for the following:

- (a) Payments due under the Agreements plus interest; and
- (b) Such other and further remedies to which Plaintiff shall be entered.

Dated: July 26, 2012.

Respectfully submitted,

By: 

Edward B. Cole (Fla. Bar No. 0574511)
AKERMAN SENTERFITT
50 North Laura Street, Suite 3100
Jacksonville, Florida 32202
Telephone: (904) 798-3700
Facsimile: (904) 798-3730

ATTORNEYS FOR PLAINTIFF

OPTION AGREEMENT

This Agreement is effective as of the 1st day of October, 2010 (Effective Date) between the University of Florida Research Foundation, Inc. (hereinafter "UFRF") and ***Emerald Endeavors, Inc.***, a ***Florida*** corporation having its principal office at 5009 Glenrose Court, Tallahassee, FL 32309 (hereinafter "COMPANY").

WHEREAS, UFRF is the owner of certain Patent Rights, as listed in Exhibit A and as amended from time to time by written consent of both parties, (hereinafter "Patent Rights");

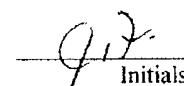
WHEREAS, UFRF desires to transfer this technology to benefit the public;

WHEREAS, UFRF and COMPANY recognize that further work is required to develop to practical application the invention that is described and claimed in the Patent Rights; and

WHEREAS, COMPANY desires a period of time in which to evaluate the Patent Rights, potential products, and markets therefore, and to elect to negotiate a license.

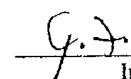
THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

- 1) **GRANT.** UFRF hereby grants to COMPANY an option to negotiate a royalty-bearing, life-of-patent, exclusive license to the Patent Rights for the following field(s) of use: ***All applications except gasoline and diesel internal combustion engines*** (hereinafter the "Field") for the territory of ***Worldwide*** (hereinafter the "Territory", and the Territory and Field hereinafter constituting the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate the Option Rights according to the Evaluation Plan in Exhibit B.
- 2) **OPTION PERIOD.** The Option Period shall commence on ***October 1, 2010*** and expire on ***September 30, 2011***, unless sooner terminated by the execution of a license agreement between the parties for the Option Rights. If COMPANY shall exercise its option hereunder by written notice to UFRF within the Option Period, the parties shall negotiate


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the license terms in good faith, provided that those terms shall conform to the not to exceed terms included as Exhibit C of this Option Agreement. However, all Option Rights expire on the later of ninety (90) days following UFRF's receipt of such written notice by COMPANY exercising its Option Rights, or the last day of the Option Period.

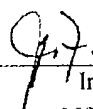
- 3) NEGOTIATION WITH THIRD PARTIES. UFRF reserves the right to negotiate with third parties for licenses to the Patent Rights during the Option Period. However, before executing a license or option-to-license with a third party for the Patent Rights during the Option Period, UFRF must first offer the same terms and conditions of the third party license to COMPANY. COMPANY will have thirty (30) business days to notify UFRF of COMPANY's agreement to said terms and conditions.
- a) If COMPANY agrees to the terms and conditions, the parties shall complete the drafting and execution of the license agreement as soon as possible, but no later than forty (40) days after notification by COMPANY that it has accepted the terms and conditions of a license.
 - b) If COMPANY does not agree to the terms and conditions, or if COMPANY fails to notify UFRF within thirty (30) business days of COMPANY's agreement to said terms and conditions, then the Option Rights granted to COMPANY by this Option Agreement shall be limited by the terms and conditions of any license for the Patent Rights granted by UFRF to any third parties pursuant to this Paragraph 3).
 - c) This Paragraph 3 shall apply to all third party interest or negotiations related to the Patent Rights, including for territories beyond the Territory or fields of use beyond the Field.
- 4) DILIGENT EFFORTS. During the Option Period, COMPANY shall use diligent efforts to evaluate the inventions described and claimed in the Patent Rights. Such efforts shall include, but shall not be limited to, the sponsoring or performing work defined in the Evaluation Plan (Exhibit B) and the sharing of information regarding the results of the Evaluation Plan with UFRF.
- 5) SHARING OF INFORMATION. During the Option Period, COMPANY, UFRF and University of Florida shall share information obtained during or necessary for the conduct of the Evaluation Plan. Such information shall be exchanged under the terms of a Materials Transfer Agreement or Mutual Confidential Disclosure Agreement executed by COMPANY and UFRF (Exhibit D) and shall include, but not be limited to, *All*



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Applications except Gasoline and Diesel Internal Combustion engines. If a new invention, whether patentable or not, results from the sharing of information between the University of Florida Board of Trustees or UFRF and the COMPANY under this Option Agreement, COMPANY shall promptly provide notice of such invention to UFRF within thirty (30) days of such invention so that COMPANY and UFRF can come to an agreement on the filing of any patent applications using an attorney of UFRF's choice. If the COMPANY does not exercise its option under this Agreement or a license agreement is not executed between the parties, COMPANY will be obligated to deliver to UFRF no later than ninety (90) days after the termination of the Option Period any data that is generated by COMPANY under this Agreement. UFRF shall own such data and can use it for any purpose. In addition, if a license agreement is not executed between the parties within the timeline stated in Section 2 above, COMPANY shall assign to UFRF any rights to inventions made during this Option Period and COMPANY shall keep all information disclosed by UFRF or generated by either party under this agreement confidential per the provisions of the executed Confidentiality Agreement and COMPANY shall not use such data or information for any purpose internal or external.

- 6) **OPTION FEE.** In consideration of the Option Rights herein granted to COMPANY by UFRF and as an indication of serious intent, COMPANY shall pay to UFRF the sum of ***one thousand*** Dollars (\$1000) upon the execution of this Agreement, but no later than ***30 Days from the Effective Date***, such sum to be nonrefundable.
- 7) **PATENT COSTS.** During the Option Period, COMPANY shall reimburse UFRF for Fifty Percent (50%) of the costs associated with the Patent Rights in the Territory. If COMPANY shall not exercise its Option Rights, COMPANY shall in any event be liable to UFRF for UFRF's out-of-pocket prosecution, and maintenance costs, including attorneys' fees, in the Territory and incurred during the Option Period or any ensuing period of good faith negotiations as set forth in Paragraph 2) above. Such costs shall be reimbursed by COMPANY within thirty (30) days of invoicing by UFRF. Should UFRF or any other licensee or optionee of Patent Rights decide to not pay any patent costs or to otherwise abandon patents in any jurisdiction worldwide, UFRF shall notify COMPANY at least 15 days prior to any loss of patent rights in such jurisdiction and COMPANY shall have the right, at its expense, to maintain those rights. In such event, the new rights will automatically be deemed to be added to the Territory as defined herein.
- 8) **NO WARRANTIES.** UFRF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF PATENT RIGHTS CLAIMS,


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ISSUED OR PENDING.

- 9) NO ASSIGNMENT. The Option Agreement and the Option Rights shall not be assignable, whether by operation of law or otherwise, and any attempt to do so shall be void. Notwithstanding the foregoing, COMPANY may assign its rights to a successor corporation under substantially similar ownership as the COMPANY immediately prior to assignment.
- 10) OFFER EXPIRATION. UFRF's offer to COMPANY to enter into this Option Agreement shall expire on **October 15, 2010**.
- 11) INDEMNIFICATION; INSURANCE
- a) COMPANY shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold UFRF, the University of Florida, and the inventors of the Patent Rights harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from evaluating the Patent Rights or any other use of Patent Rights. Notwithstanding the above, UFRF at all times reserves the right to retain counsel of its own to defend the interests of UFRF, the University of Florida and the inventors of the Patent Rights.
- b) COMPANY warrants that it now maintains and will continue to maintain liability insurance coverage appropriate to the risk involved in evaluating the Patent Rights and that such insurance coverage lists UFRF, the University of Florida and the inventors of the Patent Rights as additional insureds. Within thirty (30) days after the execution of this Agreement COMPANY will present evidence to UFRF that the coverage is being maintained with UFRF, the University of Florida, and its inventors listed as additional insureds.
- 12) TERMINATION. UFRF may terminate this Agreement by giving COMPANY at least thirty (30) days written notice if COMPANY:
- a) is delinquent on reimbursing UFRF for patent costs

- b) goes into bankruptcy, liquidation or proposes having a receiver control any assets
- c) violates any material laws or regulations of applicable government entities; or
- d) shall cease to carry on its business pertaining to Patent Rights.

Termination under this Section 12 will take effect 30 days after written notice by UFRF unless COMPANY remedies the problem in that 30-day period.

COMPANY may terminate for any reason, upon 30 day notice to UFRF.

Upon the termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination.

- 13) USE OF NAMES. COMPANY shall not use the names of UFRF, the University of Florida, either institution's trustees, officers, students, employees, agents, or affiliates, the name of any inventor of the Patent Rights, nor any adaptation of such names in any promotional, advertising or marketing materials or any other form of publicity, or to suggest any endorsement by either institution or the inventors without the prior written approval of UFRF in each case.
- 14) UNITED STATES GOVERNMENT INTERESTS. It is understood that if the United States Government (through any of its agencies or otherwise) has funded research, during the course of or under which any of the inventions of the Patent Rights were conceived or reduced to practice, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. §§ 202-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention of such Patent Rights. Any license granted to COMPANY pursuant to this Agreement shall be subject to such license.
- 15) MISCELLANEOUS: This Agreement shall be construed in accordance with the internal laws of the State of Florida without regard to conflict of laws, provisions, and any legal action shall be brought in Alachua County, Florida. If any provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction, those provisions shall be deemed automatically deleted; the remaining terms and conditions of this Agreement shall remain in full force and effect; and the parties shall negotiate in good


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faith to modify the Agreement to preserve (to the extent possible) their original intent. The parties hereto are independent contractors and not joint venturers or partners. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties.

- 16) PAYMENT, NOTICES, AND OTHER COMMUNICATION. Any payment, notice, or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, addressed to it as its address below or as it shall designate by written notice given to the other party:

In the case of UFRF:


President
University of Florida Research Foundation, Inc.
223 Grinter Hall
University of Florida
Post Office Box 115500
Gainesville, FL 32611-5500
Facsimile Number: 352-846-0505

With a copy to:

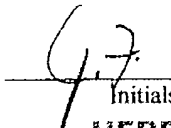
Office of Technology Licensing
Attn: Director
311 Walker Hall
University of Florida
Post Office Box 115500
Gainesville, Florida 32611-5500
Facsimile Number: 352-392-6600

In the case of COMPANY:

Jerry Foster
Emerald Endeavors, Inc
5009 Glenrose Court
Tallahassee, FL 32309
Facsimile Number:


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- 17) FORCE MAJEURE. No default, delay, or failure to perform on the part of COMPANY or UFRF shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
- 18) INTEGRATION. This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, made prior to or at the signing hereof, shall vary or modify the written terms of this Agreement.
- 19) CONTRACT FORMATION AND AUTHORITY.
- a. No agreement between the parties shall exist unless the duly authorized representative of COMPANY and the Director of Technology Licensing have signed this document within thirty (30) days of the effective date written on the first page of this Agreement.
 - b. The persons signing on behalf of UFRF and COMPANY hereby warrant and represent that they have authority to execute this Agreement on behalf of the party for whom they have signed.


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Agreed to for:

UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.

By: *David L. Day*

Name: David L. Day

Title: Director of Technology Licensing

Date: *10/8/10*

Emerald Endeavors, Inc.

By: *Jerry Foster*

Name: Jerry Foster

Title: ~~President~~ *CEO 9.7*

Date: *10/7/10*

417.
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Revised June 24,, 2009

EXHIBIT A -- Patent List

US Patent Application 12/743,490, entitled: "Electric-Field Enhanced Performance in Catalysis and Solid-State Devices Involving Gases", invented by Eric D. Wachsman, Bryan M. Blackburn and Frederick Martin Van Assche, filed on May 18, 2010.


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Revised June 24,, 2009

EXHIBIT B
EVALUATION PLAN

1. Conduct, in conjunction with Seimens, an evaluation in a selective catalytic reduction system.
Target Completion Date September 30, 2011
2. Conduct an evaluation of utility for environmental monitoring, potentially in conjunction with suitable industry partners such as MACTEC Engineering and Consulting Inc. Target Completion Date September 30, 2011
3. Conduct testing in turbines, potentially with suitable industry or UF research partners. Target Completion Date September 30, 2011
4. Conduct testing in boilers, potentially with suitable industry partners such as Cleaver-Brooks, Inc. Target Completion Date September 30, 2011
5. Conduct testing in kilns, potentially with suitable industry partners such as Vulcan Materials Co. Target Completion Date September 30, 2011


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Revised June 24,, 2009

**EXHIBIT C – “Not to Exceed” License Terms
See Attached**

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Exhibit A

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

This non-binding Not to Exceed Term Sheet is dated the 1st day of October, 2010, and is solely for purposes of negotiation by and between, the University of Florida Research Foundation, Inc. (hereinafter called "UFRF"), a non-stock, nonprofit Florida corporation, and Emerald Endeavors, Inc. ("Company") at the following address 5009 Glenrose Court, Tallahassee, FL 32309. No contract shall be implied or exist until a final, written license agreement is signed by UFRF's Director of the Office of Technology Licensing and an authorized representative of Company.

Licensed Patents: US Patent Application 12/743,490, entitled: "Electric-Field Enhanced Performance in Catalysis and Solid-State Devices Involving Gases", invented by Eric D. Wachsmann, Bryan M. Blackburn and Frederick Martin Van Assche filed on May 18, 2010; and United States patents and foreign patents and patent applications based on this U.S. application; all divisionals and continuations both U.S. and foreign; and any reissues or re-examinations of patents described above

Licensed Territory: Worldwide

Licensed Field: All applications except gasoline and diesel internal combustion engines

Licensed Product: Any product or part thereof, on a country-by-country basis, that (i) is covered in whole or in part by an issued or pending claim contained in the Licensed Patents, in any country in which such product is made, used, imported or sold or (ii) is manufactured by using a process which is covered in whole or in part by an issued or pending claim contained in the Licensed Patents, in any country in which any such process is used or in which any such product is used, imported or sold.

Licensed Process: Any process, on a country-by-country basis, that is covered in whole or in part by an issued or pending claim contained in the Licensed Patents.

Grant: Limited Exclusive license to Licensed Patents, in the Licensed Territory and Licensed Field, to commercialize Licensed Products and Licensed Processes.

Sub License: *In the case of a Limited exclusive license:* Right to sub-license. UFRF has right to receive unredacted copies of sublicenses.

Reserved Rights The right for itself, the University of Florida and all non-profits with which it collaborates to practice the Licensed Patents for their internal research, clinical (including, but not limited to patient care at Shands Teaching Hospital and University of Florida patient care facilities), and educational purposes. The right to terminate the license if Company (or its sublicensee) brings or assists in a patent challenge against the Licensed Patents (except as required under a court order or subpoena).

Consideration:

Issuance of Equity: Company issues to UFRF common stock equal to Ten (10%) of the issued and outstanding shares of Company, such percentage shall not be reduced (diluted) until Company has received One million dollars (US \$1,000,000) in external equity funding. Company shall provide UFRF with a capitalization table.

Patent costs: Company pays Fifty percent (50%) all future expenses incurred by UFRF for preparation, filing, prosecution, issuance, and maintenance of the Licensed Patents within thirty (30) days of receipt of an invoice from UFRF. Should UFRF or any other licensee or optionee of Patent Rights decide to not pay any patent costs or to otherwise

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

abandon patents in any jurisdiction worldwide, UFRF shall notify COMPANY at least 15 days prior to any loss of patent rights in such jurisdiction and COMPANY shall have the right, at its expense, to maintain those rights. In such event, the new rights will automatically be deemed to be added to the Territory as defined herein.

Company also pays all past patent costs, which have not been recovered from other licensees, for the Licensed Patents incurred by UFRF for the Licensed Patents, estimated to be \$ TBD as of TBD within thirty (30) days of the Effective date of the License Agreement. .

Improvements

Company shall own any inventions which it makes; UFRF shall own any inventions it makes. Joint inventions shall be jointly owned. Company shall have 120 days from the date of disclosure to Company to negotiate for exclusive rights to Joint inventions .

License Fee:

Non-refundable license fee of \$20,000 dollars payable within thirty (30) days of Effective Date of the license agreement.

**Annual License
Maintenance Fees:**

Company to pay annual license maintenance fee each year on the anniversary of the Effective Date of the license agreement according to the table below. The annual license maintenance fee is payable each year until the first commercial sale of a Licensed Product or a Licensed Process, after which time minimum royalties instead of the annual license maintenance fee will be due.

Year	Amount
Year 1	\$ 0
Year 2	\$ 20,000
Year 3	\$ 25,000
Year 5	\$ 30,000

and every year thereafter until 1st commercial year

Royalty:

Running Royalty: Licensee shall pay to UFRF royalties as follows:

(i) Five percent (5%) for Net Sales of Licensed Products, for each product, on a country-by-country basis, that is (a) covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in the country in which such product is made, imported, exported, used or sold or (b) is manufactured using a process which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in the country in which such process is used or in which such product is imported, used or sold.

(ii) Five percent (5%) for Net Sales of Licensed Processes, for each process, on a country-by-country basis, that is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents in the country in which such process is practiced.

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

Net Sales means the total dollar amount invoiced on sales of Licensed Product and/or Licensed Processes by licensee or by any sub-licensee, less promotional discounts allowed in amounts customary in the trade. Royalties from Sublicenses will pass through to UFRF at the same Royalty rate that is specified in this term sheet.

Royalty Stacking Provision – If the Company requires the licensing of additional technology from a third party to complete the final product and sell the final product to a customer, UFRF agrees to a reduction in the royalty rate under the following terms and conditions:

- a) UFRF shall be notified in writing 30 days in advance of any in-licensing Agreement about the UF technology that will be in-licensed.
- b) Net Sales must be received by licensee before the actual reduction in royalties paid to UFRF is applied:
- c) the royalty reduction will only apply to 3rd party technology that is in-licensed, integrated into the final product, and sold to the customer (complete device). Royalties on unaffected products will not be reduced.
- d) the royalty for the affected product will be reduced by one half the rate of the royalty paid to the third party, subject to the limitation of section (e) below.
- e) the total reduction in the royalty resulting from all occurrences of in-licensing (section a through d above) shall not exceed 50% of the original royalty specified in this agreement.

Royalties from sublicenses will pass-through to UF at the same Royalty Rate specified in this term sheet. Company is free to negotiate and collect a higher Royalty Rate from sublicenses.

No multiple fees or royalties are payable to UFRF on any Licensed Product or Process, because of multiple UFRF patents, provided that the Company has a valid license to those patents and the maximum royalty payable to UFRF will not exceed 5% on any individual sale. In the event that multiple UFRF patents apply to a particular sale of a Licensed Product or Process, the Company shall provide UFRF with an allocation of the royalty paid to each applicable patent based on its good faith estimate of the relative value each patent contributed to the product or process which produced the sale in question.

Company to pay a minimum royalty commencing on the Second Commercial Year according to the following table:

<u>Minimum Royalty</u>	<u>Year</u>
\$ __,000 (TBD from Business Plan)	200__
\$ __,000 (TBD)	200__
\$ __,000 (TBD)	200__

and every year thereafter that this agreement is in effect. The First Commercial Year will be the first 12 month period following the First Commercial Sale. The First Commercial Sale will be defined as a sale, in excess of \$10,000 of product intended for normal use in

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

the industry. It will not include sales to customers of products intended for evaluation or other testing purposes.

Sublicense Fees: If Company receives any consideration such as fees, minimum royalties, milestone payments or other payments for a sublicense of the Licensed Patents, and such payments are not running royalties based on Net Sales, then Company shall pay UFRF Twenty percent (20%) of such payments.

Minimum Investment: Company shall receive at least One million dollars (\$1,000,000) in external equity investment within twenty-four (24) months of the Effective Date or UFRF shall, as its sole and exclusive remedy, have the right to terminate the License.

Development Plan and Reports: Company to provide to UFRF a 5-year development plan respecting exploitation of the Licensed Patents. Company shall also provide annual development reports at the end of each calendar year.

If, after the third year following executing the license agreement, Company has not pursued a market or territory respecting the Licensed Patents and UFRF has received notice that a third party wishes to negotiate a license for such market or territory, UFRF may terminate the Grant with respect to such market or territory upon sixty (60) days written notice to Licensee.

During the notice period, Company may provide UFRF with a revised Development Plan with respect to the market or territory. UFRF may consider the revised Development Plan and determine, in UFRF's sole reasonable discretion, whether the revised Development Plan will be accepted or whether the license will terminate with respect to such market or territory upon expiration of the notice period.

Milestones: The following draft milestones will constitute partial consideration for the License and will be payable by Company to UFRF within thirty (30) days of the achievement of the milestones as listed below. Final milestones will be agreed upon before the execution of a license agreement.

Event

Milestone Payment

Completion of 1 year, real-time, field testing that demonstrates reliability and durability in a setting comparable to industrial/commercial use. \$5,000

Completion of a multi-year supply agreement with an appropriate contract manufacturer for commercial-scale production of sensor chip. \$5,000

Issuance of patent applications 12/682,365 and 12/743,490 by the USPTO without losing claims which are critical to the performance enhancements offered by the inventions therein \$5,000

First commercial sale \$15,000

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

Warranties: UFRF warrants it has the right to grant a license, as specified above, to the Licensed Patents; and

Company warrants that to the best of its ability it will actively pursue the development of the technology embodied in the Licensed Patents.

Term: On a country by country basis until the last to expire of the Licensed Patents.

Patent Prosecution: UFRF shall prosecute and maintain the Licensed Patents using counsel of its choice, provided that UFRF will consult in good faith with Company on its choice of counsel prior to making that choice and periodically thereafter. UFRF shall provide Company with copies of all documents relating to Licensed Patents filed with and received from patent offices. Company agrees to keep such information confidential.

Standard Terms: Additional terms as are customary in UFRF license agreements, including but not limited to, indemnification of UFRF, product liability insurance, termination for breach, non-use of University of Florida related names, dispute resolution and confidentiality.

UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.

David L. Day Date: 10/8, 2010
David L. Day
Director of Technology Licensing

COMPANY

By: Jerome [Signature] Date: 10/7/10
Name and Office: CEO

Revised June 24,, 2009

EXHIBIT D

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

Agreement A9684 on File at OTL

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Exhibit A

OPTION AGREEMENT

This Agreement is effective as of the 1st day of October, 2010 (Effective Date) between the University of Florida Research Foundation, Inc. (hereinafter "UFRF") and ***Emerald Endeavors, Inc.***, a ***Florida*** corporation having its principal office at 5009 Glenrose Court, Tallahassee, FL 32309 (hereinafter "COMPANY").

WHEREAS, UFRF is the owner of certain Patent Rights, as listed in Exhibit A and as amended from time to time by written consent of both parties, (hereinafter "Patent Rights");


WHEREAS, UFRF desires to transfer this technology to benefit the public;

WHEREAS, UFRF and COMPANY recognize that further work is required to develop to practical application the invention that is described and claimed in the Patent Rights; and

WHEREAS, COMPANY desires a period of time in which to evaluate the Patent Rights, potential products, and markets therefore, and to elect to negotiate a license.

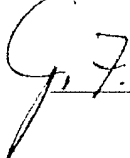
THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

- 1) GRANT. UFRF hereby grants to COMPANY an option to negotiate a royalty-bearing, life-of-patent, exclusive license to the Patent Rights for the following field(s) of use: ***All applications except gasoline and diesel internal combustion engines*** (hereinafter the "Field") for the territory of ***Worldwide*** (hereinafter the "Territory", and the Territory and Field hereinafter constituting the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate the Option Rights according to the Evaluation Plan in Exhibit B.
- 2) OPTION PERIOD. The Option Period shall commence on ***October 1, 2010*** and expire on ***September 30, 2011***, unless sooner terminated by the execution of a license agreement between the parties for the Option Rights. If COMPANY shall exercise its option hereunder by written notice to UFRF within the Option Period, the parties shall negotiate


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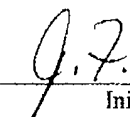
the license terms in good faith, provided that those terms shall conform to the not to exceed terms included as Exhibit C of this Option Agreement. However, all Option Rights expire on the later of ninety (90) days following UFRF's receipt of such written notice by COMPANY exercising its Option Rights, or the last day of the Option Period.

- 3) NEGOTIATION WITH THIRD PARTIES. UFRF reserves the right to negotiate with third parties for licenses to the Patent Rights during the Option Period. However, before executing a license or option-to-license with a third party for the Patent Rights during the Option Period, UFRF must first offer the same terms and conditions of the third party license to COMPANY. COMPANY will have thirty (30) business days to notify UFRF of COMPANY's agreement to said terms and conditions.
- a) If COMPANY agrees to the terms and conditions, the parties shall complete the drafting and execution of the license agreement as soon as possible, but no later than forty (40) days after notification by COMPANY that it has accepted the terms and conditions of a license.
 - b) If COMPANY does not agree to the terms and conditions, or if COMPANY fails to notify UFRF within thirty (30) business days of COMPANY's agreement to said terms and conditions, then the Option Rights granted to COMPANY by this Option Agreement shall be limited by the terms and conditions of any license for the Patent Rights granted by UFRF to any third parties pursuant to this Paragraph 3).
 - c) This Paragraph 3 shall apply to all third party interest or negotiations related to the Patent Rights, including for territories beyond the Territory or fields of use beyond the Field.
- 4) DILIGENT EFFORTS. During the Option Period, COMPANY shall use diligent efforts to evaluate the inventions described and claimed in the Patent Rights. Such efforts shall include, but shall not be limited to, the sponsoring or performing work defined in the Evaluation Plan (Exhibit B) and the sharing of information regarding the results of the Evaluation Plan with UFRF.
- 5) SHARING OF INFORMATION. During the Option Period, COMPANY, UFRF and University of Florida shall share information obtained during or necessary for the conduct of the Evaluation Plan. Such information shall be exchanged under the terms of a Materials Transfer Agreement or Mutual Confidential Disclosure Agreement executed by COMPANY and UFRF (Exhibit D) and shall include, but not be limited to, *All*


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Applications except Gasoline and Diesel Internal Combustion engines. If a new invention, whether patentable or not, results from the sharing of information between the University of Florida Board of Trustees or UFRF and the COMPANY under this Option Agreement, COMPANY shall promptly provide notice of such invention to UFRF within thirty (30) days of such invention so that COMPANY and UFRF can come to an agreement on the filing of any patent applications using an attorney of UFRF's choice. If the COMPANY does not exercise its option under this Agreement or a license agreement is not executed between the parties, COMPANY will be obligated to deliver to UFRF no later than ninety (90) days after the termination of the Option Period any data that is generated by COMPANY under this Agreement. UFRF shall own such data and can use it for any purpose. In addition, if a license agreement is not executed between the parties within the timeline stated in Section 2 above, COMPANY shall assign to UFRF any rights to inventions made during this Option Period and COMPANY shall keep all information disclosed by UFRF or generated by either party under this agreement confidential per the provisions of the executed Confidentiality Agreement and COMPANY shall not use such data or information for any purpose internal or external.

- 6) **OPTION FEE.** In consideration of the Option Rights herein granted to COMPANY by UFRF and as an indication of serious intent, COMPANY shall pay to UFRF the sum of ***one thousand*** Dollars (\$1000) upon the execution of this Agreement, but no later than ***30 Days from the Effective Date***, such sum to be nonrefundable.
- 7) **PATENT COSTS.** During the Option Period, COMPANY shall reimburse UFRF for Fifty Percent (50%) of the costs associated with the Patent Rights in the Territory. If COMPANY shall not exercise its Option Rights, COMPANY shall in any event be liable to UFRF for UFRF's out-of-pocket prosecution, and maintenance costs, including attorneys' fees, in the Territory and incurred during the Option Period or any ensuing period of good faith negotiations as set forth in Paragraph 2) above. Such costs shall be reimbursed by COMPANY within thirty (30) days of invoicing by UFRF. Should UFRF or any other licensee or optionee of Patent Rights decide to not pay any patent costs or to otherwise abandon patents in any jurisdiction worldwide, UFRF shall notify COMPANY at least 15 days prior to any loss of patent rights in such jurisdiction and COMPANY shall have the right, at its expense, to maintain those rights. In such event, the new rights will automatically be deemed to be added to the Territory as defined herein.
- 8) **NO WARRANTIES.** UFRF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF PATENT RIGHTS CLAIMS,


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UFRF

ISSUED OR PENDING.

- 9) NO ASSIGNMENT. The Option Agreement and the Option Rights shall not be assignable, whether by operation of law or otherwise, and any attempt to do so shall be void. Notwithstanding the foregoing, COMPANY may assign its rights to a successor corporation under substantially similar ownership as the COMPANY immediately prior to assignment.
- 10) OFFER EXPIRATION. UFRF's offer to COMPANY to enter into this Option Agreement shall expire on *October 15, 2010*.
- 11) INDEMNIFICATION; INSURANCE
- a) COMPANY shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold UFRF, the University of Florida, and the inventors of the Patent Rights harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from evaluating the Patent Rights or any other use of Patent Rights. Notwithstanding the above, UFRF at all times reserves the right to retain counsel of its own to defend the interests of UFRF, the University of Florida and the inventors of the Patent Rights.
- b) COMPANY warrants that it now maintains and will continue to maintain liability insurance coverage appropriate to the risk involved in evaluating the Patent Rights and that such insurance coverage lists UFRF, the University of Florida and the inventors of the Patent Rights as additional insureds. Within thirty (30) days after the execution of this Agreement COMPANY will present evidence to UFRF that the coverage is being maintained with UFRF, the University of Florida, and its inventors listed as additional insureds.
- 12) TERMINATION. UFRF may terminate this Agreement by giving COMPANY at least thirty (30) days written notice if COMPANY:
- a) is delinquent on reimbursing UFRF for patent costs


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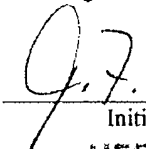
- b) goes into bankruptcy, liquidation or proposes having a receiver control any assets
- c) violates any material laws or regulations of applicable government entities; or
- d) shall cease to carry on its business pertaining to Patent Rights.

Termination under this Section 12 will take effect 30 days after written notice by UFRF unless COMPANY remedies the problem in that 30-day period.

COMPANY may terminate for any reason, upon 30 day notice to UFRF.

Upon the termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination.

- 13) USE OF NAMES. COMPANY shall not use the names of UFRF, the University of Florida, either institution's trustees, officers, students, employees, agents, or affiliates, the name of any inventor of the Patent Rights, nor any adaptation of such names in any promotional, advertising or marketing materials or any other form of publicity, or to suggest any endorsement by either institution or the inventors without the prior written approval of UFRF in each case.
- 14) UNITED STATES GOVERNMENT INTERESTS. It is understood that if the United States Government (through any of its agencies or otherwise) has funded research, during the course of or under which any of the inventions of the Patent Rights were conceived or reduced to practice, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. §§ 202-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention of such Patent Rights. Any license granted to COMPANY pursuant to this Agreement shall be subject to such license.
- 15) MISCELLANEOUS. This Agreement shall be construed in accordance with the internal laws of the State of Florida without regard to conflict of laws, provisions, and any legal action shall be brought in Alachua County, Florida. If any provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction, those provisions shall be deemed automatically deleted; the remaining terms and conditions of this Agreement shall remain in full force and effect; and the parties shall negotiate in good


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faith to modify the Agreement to preserve (to the extent possible) their original intent. The parties hereto are independent contractors and not joint venturers or partners. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties.

- 16) PAYMENT, NOTICES, AND OTHER COMMUNICATION. Any payment, notice, or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, addressed to it as its address below or as it shall designate by written notice given to the other party:

In the case of UFRF:

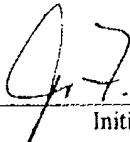
President
University of Florida Research Foundation, Inc.
223 Grinter Hall
University of Florida
Post Office Box 115500
Gainesville, FL 32611-5500
Facsimile Number: 352-846-0505

With a copy to:

Office of Technology Licensing
Attn: Director
311 Walker Hall
University of Florida
Post Office Box 115500
Gainesville, Florida 32611-5500
Facsimile Number: 352-392-6600

In the case of COMPANY:

Jerry Foster
Emerald Endeavors, Inc
5009 Glenrose Court
Tallahassee, FL 32309
Facsimile Number:

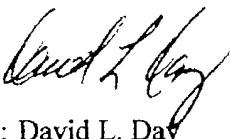

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- 17) FORCE MAJEURE. No default, delay, or failure to perform on the part of COMPANY or UFRF shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
- 18) INTEGRATION. This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, made prior to or at the signing hereof, shall vary or modify the written terms of this Agreement.
- 19) CONTRACT FORMATION AND AUTHORITY.
- a. No agreement between the parties shall exist unless the duly authorized representative of COMPANY and the Director of Technology Licensing have signed this document within thirty (30) days of the effective date written on the first page of this Agreement.
 - b. The persons signing on behalf of UFRF and COMPANY hereby warrant and represent that they have authority to execute this Agreement on behalf of the party for whom they have signed.


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Agreed to for:

UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.

By: 

Name: David L. Day

Title: Director of Technology Licensing

Date: 10/8/10

Emerald Endeavors, Inc.

By: 

Name: Jerry Foster

Title: ~~President~~ CEO J.F.

Date: 10/7/10


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UFRF

Revised June 24, 2009

EXHIBIT A – Patent List

United States Patent No. **6,598,596**, entitled ***Solid State Potentiometric CO Sensor***, invented by ***Eric Wachsman and Abdul Azad*** filed on **September 28, 2001**.


Initials
UFRF

Revised June 24,, 2009

EXHIBIT B
EVALUATION PLAN

1. Conduct, in conjunction with Seimens, an evaluation in a selective catalytic reduction system.
Target Completion Date September 30, 2011
2. Conduct an evaluation of utility for environmental monitoring, potentially in conjunction with suitable industry partners such as MACTEC Engineering and Consulting Inc. Target Completion Date September 30, 2011
3. Conduct testing in turbines, potentially with suitable industry or UF research partners. Target Completion Date September 30, 2011
4. Conduct testing in boilers, potentially with suitable industry partners such as Cleaver-Brooks, Inc. Target Completion Date September 30, 2011
5. Conduct testing in kilns, potentially with suitable industry partners such as Vulcan Materials Co. Target Completion Date September 30, 2011


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Revised June 24,, 2009

**EXHIBIT C – “Not to Exceed” License Terms
See Attached**

Page 11 of 12


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Exhibit A

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

This non-binding Not to Exceed Term Sheet is dated the 1st day of October, 2019, and is solely for purposes of negotiation by and between, the University of Florida Research Foundation, Inc. (hereinafter called "UFRF"), a non-stock, nonprofit Florida corporation, and Emerald Endeavors, Inc. ("Company") at the following address 5009 Glenrose Court, Tallahassee, FL 32309. No contract shall be implied or exist until a final, written license agreement is signed by UFRF's Director of the Office of Technology Licensing and an authorized representative of Company.

- Licensed Patents:** United States Patent No. *6,598,596*, entitled *Solid State Potentiometric CO Sensor*, invented by *Eric Wachsman and Abdul Azad* filed on *September 28, 2001*; and United States patents and foreign patents and patent applications based on this U.S. application; all divisionals and continuations both U.S. and foreign; and any reissues or re-examinations of patents described above
- Licensed Territory:** Worldwide
- Licensed Field:** All applications except gasoline and diesel internal combustion engines
- Licensed Product:** Any product or part thereof, on a country-by-country basis, that (i) is covered in whole or in part by an issued or pending claim contained in the Licensed Patents, in any country in which such product is made, used, imported or sold or (ii) is manufactured by using a process which is covered in whole or in part by an issued or pending claim contained in the Licensed Patents, in any country in which any such process is used or in which any such product is used, imported or sold.
- Licensed Process:** Any process, on a country-by-country basis, that is covered in whole or in part by an issued or pending claim contained in the Licensed Patents.
- Grant:** Limited Exclusive license to Licensed Patents, in the Licensed Territory and Licensed Field, to commercialize Licensed Products and Licensed Processes.
- Sub License:** *In the case of a Limited exclusive license:* Right to sub-license. UFRF has right to receive unredacted copies of sublicenses.
- Reserved Rights** The right for itself, the University of Florida and all non-profits with which it collaborates to practice the Licensed Patents for their internal research, clinical (including, but not limited to patient care at Shands Teaching Hospital and University of Florida patient care facilities), and educational purposes. The right to terminate the license if Company (or its sublicensee) brings or assists in a patent challenge against the Licensed Patents (except as required under a court order or subpoena).
- Consideration:**
- Issuance of Equity:** Company issues to UFRF common stock equal to Ten (10%) of the issued and outstanding shares of Company, such percentage shall not be reduced (diluted) until Company has received One million dollars (US \$1,000,000) in external equity funding. Company shall provide UFRF with a capitalization table.
- Patent costs:** Company pays Fifty percent (50%) all future expenses incurred by UFRF for preparation, filing, prosecution, issuance, and maintenance of the Licensed Patents within thirty (30) days of receipt of an invoice from UFRF. Should UFRF or any other licensee or optionee of Patent Rights decide to not pay any patent costs or to otherwise abandon patents in any jurisdiction worldwide, UFRF shall notify COMPANY at least

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

15 days prior to any loss of patent rights in such jurisdiction and COMPANY shall have the right, at its expense, to maintain those rights. In such event, the new rights will automatically be deemed to be added to the Territory as defined herein.

Company also pays all past patent costs, which have not been recovered from other licensees, for the Licensed Patents incurred by UFRF for the Licensed Patents, estimated to be \$ TBD as of TBD within thirty (30) days of the Effective date of the License Agreement. .

Improvements

Company shall own any inventions which it makes; UFRF shall own any inventions it makes. Joint inventions shall be jointly owned. Company shall have 120 days from the date of disclosure to Company to negotiate for exclusive rights to Joint inventions .

License Fee:

Non-refundable license fee of \$20,000 dollars payable within thirty (30) days of Effective Date of the license agreement.

**Annual License
Maintenance Fees:**

Company to pay annual license maintenance fee each year on the anniversary of the Effective Date of the license agreement according to the table below. The annual license maintenance fee is payable each year until the first commercial sale of a Licensed Product or a Licensed Process, after which time minimum royalties instead of the annual license maintenance fee will be due.

Year	Amount
Year 1	\$ 0
Year 2	\$ 20,000
Year 3	\$ 25,000
Year 5	\$ 30,000

and every year thereafter until 1st commercial year

Royalty:

Running Royalty: Licensee shall pay to UFRF royalties as follows:

(i) Five percent (5%) for Net Sales of Licensed Products, for each product, on a country-by-country basis, that is (a) covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in the country in which such product is made, imported, exported, used or sold or (b) is manufactured using a process which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in the country in which such process is used or in which such product is imported, used or sold.

(ii) Five percent (5%) for Net Sales of Licensed Processes, for each process, on a country-by-country basis, that is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents in the country in which such process is practiced.

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

Net Sales means the total dollar amount invoiced on sales of Licensed Product and/or Licensed Processes by licensee or by any sub-licensee, less promotional discounts allowed in amounts customary in the trade. Royalties from Sublicenses will pass through to UFRF at the same Royalty rate that is specified in this term sheet.

Royalty Stacking Provision – If the Company requires the licensing of additional technology from a third party to complete the final product and sell the final product to a customer, UFRF agrees to a reduction in the royalty rate under the following terms and conditions:

- a) UFRF shall be notified in writing 30 days in advance of any in-licensing Agreement about the UF technology that will be in-licensed.
- b) Net Sales must be received by licensee before the actual reduction in royalties paid to UFRF is applied:
- c) the royalty reduction will only apply to 3rd party technology that is in-licensed, integrated into the final product, and sold to the customer (complete device). Royalties on unaffected products will not be reduced.
- d) the royalty for the affected product will be reduced by one half the rate of the royalty paid to the third party, subject to the limitation of section (e) below.
- e) the total reduction in the royalty resulting from all occurrences of in-licensing (section a through d above) shall not exceed 50% of the original royalty specified in this agreement.

Royalties from sublicenses will pass-through to UF at the same Royalty Rate specified in this term sheet. Company is free to negotiate and collect a higher Royalty Rate from sublicenses.

No multiple fees or royalties are payable to UFRF on any Licensed Product or Process, because of multiple UFRF patents, provided that the Company has a valid license to those patents and the maximum royalty payable to UFRF will not exceed 5% on any individual sale. In the event that multiple UFRF patents apply to a particular sale of a Licensed Product or Process, the Company shall provide UFRF with an allocation of the royalty paid to each applicable patent based on its good faith estimate of the relative value each patent contributed to the product or process which produced the sale in question.

Company to pay a minimum royalty commencing on the Second Commercial Year according to the following table:

<u>Minimum Royalty</u>	<u>Year</u>
\$ __,000 (TBD from Business Plan)	200 __
\$ __,000 (TBD)	200 __
\$ __,000 (TBD)	200 __

and every year thereafter that this agreement is in effect. The First Commercial Year will be the first 12 month period following the First Commercial Sale. The First Commercial Sale will be defined as a sale, in excess of \$10,000 of product intended for normal use in

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

the industry. It will not include sales to customers of products intended for evaluation or other testing purposes.

Sublicense Fees: If Company receives any consideration such as fees, minimum royalties, milestone payments or other payments for a sublicense of the Licensed Patents, and such payments are not running royalties based on Net Sales, then Company shall pay UFRF Twenty percent (20%) of such payments.

Minimum Investment: Company shall receive at least One million dollars (\$1,000,000) in external equity investment within twenty-four (24) months of the Effective Date or UFRF shall, as its sole and exclusive remedy, have the right to terminate the License.

Development Plan and Reports: Company to provide to UFRF a 5-year development plan respecting exploitation of the Licensed Patents. Company shall also provide annual development reports at the end of each calendar year.

If, after the third year following executing the license agreement, Company has not pursued a market or territory respecting the Licensed Patents and UFRF has received notice that a third party wishes to negotiate a license for such market or territory, UFRF may terminate the Grant with respect to such market or territory upon sixty (60) days written notice to Licensee.

During the notice period, Company may provide UFRF with a revised Development Plan with respect to the market or territory. UFRF may consider the revised Development Plan and determine, in UFRF's sole reasonable discretion, whether the revised Development Plan will be accepted or whether the license will terminate with respect to such market or territory upon expiration of the notice period.

Milestones: The following draft milestones will constitute partial consideration for the License and will be payable by Company to UFRF within thirty (30) days of the achievement of the milestones as listed below. Final milestones will be agreed upon before the execution of a license agreement.

Event

Milestone Payment

Completion of 1 year, real-time, field testing that demonstrates reliability and durability in a setting comparable to industrial/commercial use. \$5,000

Completion of a multi-year supply agreement with an appropriate contract manufacturer for commercial-scale production of sensor chip. \$5,000

Issuance of patent applications 12/682,365 and 12/743,490 by the USPTO without losing claims which are critical to the performance enhancements offered by the inventions therein \$5,000

First commercial sale \$15,000

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

Warranties: UFRF warrants it has the right to grant a license, as specified above, to the Licensed Patents; and

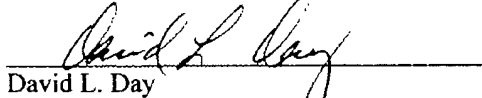
Company warrants that to the best of its ability it will actively pursue the development of the technology embodied in the Licensed Patents.

Term: On a country by country basis until the last to expire of the Licensed Patents.

Patent Prosecution: UFRF shall prosecute and maintain the Licensed Patents using counsel of its choice, provided that UFRF will consult in good faith with Company on its choice of counsel prior to making that choice and periodically thereafter. UFRF shall provide Company with copies of all documents relating to Licensed Patents filed with and received from patent offices. Company agrees to keep such information confidential.

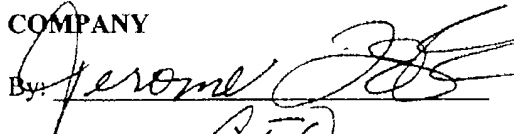
Standard Terms: Additional terms as are customary in UFRF license agreements; including but not limited to, indemnification of UFRF, product liability insurance, termination for breach, non-use of University of Florida related names, dispute resolution and confidentiality.

UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.


David L. Day
Director of Technology Licensing

Date: 10/8, 2010

COMPANY

By: 
Name and Office: CEO

Date: 10/7, 2010

Revised June 24,, 2009

EXHIBIT D

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

Agreement A9684 on File at OTL

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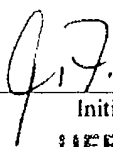

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Exhibit A

OPTION AGREEMENT

This Agreement is effective as of the 1st day of October, 2010 (Effective Date) between the University of Florida Research Foundation, Inc. (hereinafter "UFRF") and ***Emerald Endeavors, Inc.***, a ***Florida*** corporation having its principal office at 5009 Glenrose Court, Tallahassee, FL 32309 (hereinafter "COMPANY").

WHEREAS, UFRF is the owner of certain Patent Rights, as listed in Exhibit A and as amended from time to time by written consent of both parties, (hereinafter "Patent Rights");

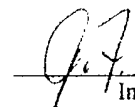
WHEREAS, UFRF desires to transfer this technology to benefit the public;

WHEREAS, UFRF and COMPANY recognize that further work is required to develop to practical application the invention that is described and claimed in the Patent Rights; and

WHEREAS, COMPANY desires a period of time in which to evaluate the Patent Rights, potential products, and markets therefore, and to elect to negotiate a license.

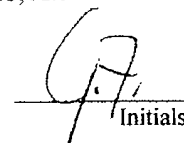
THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

- 1) **GRANT.** UFRF hereby grants to COMPANY an option to negotiate a royalty-bearing, life-of-patent, exclusive license to the Patent Rights for the following field(s) of use: ***All applications except gasoline and diesel internal combustion engines*** (hereinafter the "Field") for the territory of ***Worldwide*** (hereinafter the "Territory", and the Territory and Field hereinafter constituting the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate the Option Rights according to the Evaluation Plan in Exhibit B.
- 2) **OPTION PERIOD.** The Option Period shall commence on ***October 1, 2010*** and expire on ***September 30, 2011***, unless sooner terminated by the execution of a license agreement between the parties for the Option Rights. If COMPANY shall exercise its option hereunder by written notice to UFRF within the Option Period, the parties shall negotiate


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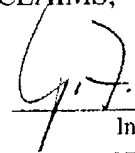
the license terms in good faith, provided that those terms shall conform to the not to exceed terms included as Exhibit C of this Option Agreement. However, all Option Rights expire on the later of ninety (90) days following UFRF's receipt of such written notice by COMPANY exercising its Option Rights, or the last day of the Option Period.

- 3) NEGOTIATION WITH THIRD PARTIES. UFRF reserves the right to negotiate with third parties for licenses to the Patent Rights during the Option Period. However, before executing a license or option-to-license with a third party for the Patent Rights during the Option Period, UFRF must first offer the same terms and conditions of the third party license to COMPANY. COMPANY will have thirty (30) business days to notify UFRF of COMPANY's agreement to said terms and conditions.
- a) If COMPANY agrees to the terms and conditions, the parties shall complete the drafting and execution of the license agreement as soon as possible, but no later than forty (40) days after notification by COMPANY that it has accepted the terms and conditions of a license.
 - b) If COMPANY does not agree to the terms and conditions, or if COMPANY fails to notify UFRF within thirty (30) business days of COMPANY's agreement to said terms and conditions, then the Option Rights granted to COMPANY by this Option Agreement shall be limited by the terms and conditions of any license for the Patent Rights granted by UFRF to any third parties pursuant to this Paragraph 3).
 - c) This Paragraph 3 shall apply to all third party interest or negotiations related to the Patent Rights, including for territories beyond the Territory or fields of use beyond the Field.
- 4) DILIGENT EFFORTS. During the Option Period, COMPANY shall use diligent efforts to evaluate the inventions described and claimed in the Patent Rights. Such efforts shall include, but shall not be limited to, the sponsoring or performing work defined in the Evaluation Plan (Exhibit B) and the sharing of information regarding the results of the Evaluation Plan with UFRF.
- 5) SHARING OF INFORMATION. During the Option Period, COMPANY, UFRF and University of Florida shall share information obtained during or necessary for the conduct of the Evaluation Plan. Such information shall be exchanged under the terms of a Materials Transfer Agreement or Mutual Confidential Disclosure Agreement executed by COMPANY and UFRF (Exhibit D) and shall include, but not be limited to, *All*


Initials
UFRF

Applications except Gasoline and Diesel Internal Combustion engines. If a new invention, whether patentable or not, results from the sharing of information between the University of Florida Board of Trustees or UFRF and the COMPANY under this Option Agreement, COMPANY shall promptly provide notice of such invention to UFRF within thirty (30) days of such invention so that COMPANY and UFRF can come to an agreement on the filing of any patent applications using an attorney of UFRF's choice. If the COMPANY does not exercise its option under this Agreement or a license agreement is not executed between the parties, COMPANY will be obligated to deliver to UFRF no later than ninety (90) days after the termination of the Option Period any data that is generated by COMPANY under this Agreement. UFRF shall own such data and can use it for any purpose. In addition, if a license agreement is not executed between the parties within the timeline stated in Section 2 above, COMPANY shall assign to UFRF any rights to inventions made during this Option Period and COMPANY shall keep all information disclosed by UFRF or generated by either party under this agreement confidential per the provisions of the executed Confidentiality Agreement and COMPANY shall not use such data or information for any purpose internal or external.

- 6) **OPTION FEE.** In consideration of the Option Rights herein granted to COMPANY by UFRF and as an indication of serious intent, COMPANY shall pay to UFRF the sum of ***one thousand*** Dollars (\$1000) upon the execution of this Agreement, but no later than ***30 Days from the Effective Date***, such sum to be nonrefundable.
- 7) **PATENT COSTS.** During the Option Period, COMPANY shall reimburse UFRF for Fifty Percent (50%) of the costs associated with the Patent Rights in the Territory. If COMPANY shall not exercise its Option Rights, COMPANY shall in any event be liable to UFRF for UFRF's out-of-pocket prosecution, and maintenance costs, including attorneys' fees, in the Territory and incurred during the Option Period or any ensuing period of good faith negotiations as set forth in Paragraph 2) above. Such costs shall be reimbursed by COMPANY within thirty (30) days of invoicing by UFRF. Should UFRF or any other licensee or optionee of Patent Rights decide to not pay any patent costs or to otherwise abandon patents in any jurisdiction worldwide, UFRF shall notify COMPANY at least 15 days prior to any loss of patent rights in such jurisdiction and COMPANY shall have the right, at its expense, to maintain those rights. In such event, the new rights will automatically be deemed to be added to the Territory as defined herein.
- 8) **NO WARRANTIES.** UFRF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF PATENT RIGHTS CLAIMS,



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UFRF

ISSUED OR PENDING.

- 9) NO ASSIGNMENT. The Option Agreement and the Option Rights shall not be assignable, whether by operation of law or otherwise, and any attempt to do so shall be void. Notwithstanding the foregoing, COMPANY may assign its rights to a successor corporation under substantially similar ownership as the COMPANY immediately prior to assignment.
- 10) OFFER EXPIRATION. UFRF's offer to COMPANY to enter into this Option Agreement shall expire on ***October 15, 2010.***
- 11) INDEMNIFICATION; INSURANCE
- a) COMPANY shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold UFRF, the University of Florida, and the inventors of the Patent Rights harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from evaluating the Patent Rights or any other use of Patent Rights. Notwithstanding the above, UFRF at all times reserves the right to retain counsel of its own to defend the interests of UFRF, the University of Florida and the inventors of the Patent Rights.
- b) COMPANY warrants that it now maintains and will continue to maintain liability insurance coverage appropriate to the risk involved in evaluating the Patent Rights and that such insurance coverage lists UFRF, the University of Florida and the inventors of the Patent Rights as additional insureds. Within thirty (30) days after the execution of this Agreement COMPANY will present evidence to UFRF that the coverage is being maintained with UFRF, the University of Florida, and its inventors listed as additional insureds.
- 12) TERMINATION. UFRF may terminate this Agreement by giving COMPANY at least thirty (30) days written notice if COMPANY:
- a) is delinquent on reimbursing UFRF for patent costs

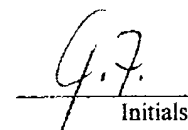
- b) goes into bankruptcy, liquidation or proposes having a receiver control any assets
- c) violates any material laws or regulations of applicable government entities; or
- d) shall cease to carry on its business pertaining to Patent Rights.

Termination under this Section 12 will take effect 30 days after written notice by UFRF unless COMPANY remedies the problem in that 30-day period.

COMPANY may terminate for any reason, upon 30 day notice to UFRF.

Upon the termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination.

- 13) USE OF NAMES. COMPANY shall not use the names of UFRF, the University of Florida, either institution's trustees, officers, students, employees, agents, or affiliates, the name of any inventor of the Patent Rights, nor any adaptation of such names in any promotional, advertising or marketing materials or any other form of publicity, or to suggest any endorsement by either institution or the inventors without the prior written approval of UFRF in each case.
- 14) UNITED STATES GOVERNMENT INTERESTS. It is understood that if the United States Government (through any of its agencies or otherwise) has funded research, during the course of or under which any of the inventions of the Patent Rights were conceived or reduced to practice, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. §§ 202-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention of such Patent Rights. Any license granted to COMPANY pursuant to this Agreement shall be subject to such license.
- 15) MISCELLANEOUS. This Agreement shall be construed in accordance with the internal laws of the State of Florida without regard to conflict of laws, provisions, and any legal action shall be brought in Alachua County, Florida. If any provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction, those provisions shall be deemed automatically deleted; the remaining terms and conditions of this Agreement shall remain in full force and effect; and the parties shall negotiate in good


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UFRF

faith to modify the Agreement to preserve (to the extent possible) their original intent. The parties hereto are independent contractors and not joint venturers or partners. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties.

- 16) PAYMENT, NOTICES, AND OTHER COMMUNICATION. Any payment, notice, or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, addressed to it as its address below or as it shall designate by written notice given to the other party:

In the case of UFRF:


President
University of Florida Research Foundation, Inc.
223 Grinter Hall
University of Florida
Post Office Box 115500
Gainesville, FL 32611-5500
Facsimile Number: 352-846-0505

With a copy to:

Office of Technology Licensing
Attn: Director
311 Walker Hall
University of Florida
Post Office Box 115500
Gainesville, Florida 32611-5500
Facsimile Number: 352-392-6600

In the case of COMPANY:

Jerry Foster
Emerald Endeavors, Inc
5009 Glenrose Court
Tallahassee, FL 32309
Facsimile Number:


Initials
UFRF

- 17) FORCE MAJEURE. No default, delay, or failure to perform on the part of COMPANY or UFRF shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
- 18) INTEGRATION. This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, made prior to or at the signing hereof, shall vary or modify the written terms of this Agreement.
- 19) CONTRACT FORMATION AND AUTHORITY.
- a. No agreement between the parties shall exist unless the duly authorized representative of COMPANY and the Director of Technology Licensing have signed this document within thirty (30) days of the effective date written on the first page of this Agreement.
 - b. The persons signing on behalf of UFRF and COMPANY hereby warrant and represent that they have authority to execute this Agreement on behalf of the party for whom they have signed.


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Agreed to for:

UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.

By: *David L. Day*

Name: David L. Day

Title: Director of Technology Licensing

Date: *10/8/10*

Emerald Endeavors, Inc.

By: *Jerome [Signature]*

Name: Jerry Foster

Title: ~~President~~ *CEO*

Date: *10/7/10*

Revised June 24,, 2009

EXHIBIT A – Patent List

US Patent Application 12/682,365, entitled: “Multifunctional Potentiometric Gas Sensor Array With an Integrated Temperature Control and Temperature Sensors”, invented by Eric D. Wachsman and Bryan M. Blackburn and filed on April 9, 2010.


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EXHIBIT B
EVALUATION PLAN

1. Conduct, in conjunction with Seimens, an evaluation in a selective catalytic reduction system.
Target Completion Date September 30, 2011
2. Conduct an evaluation of utility for environmental monitoring, potentially in conjunction with suitable industry partners such as MACTEC Engineering and Consulting Inc. Target Completion Date September 30, 2011
3. Conduct testing in turbines, potentially with suitable industry or UF research partners. Target Completion Date September 30, 2011
4. Conduct testing in boilers, potentially with suitable industry partners such as Cleaver-Brooks, Inc. Target Completion Date September 30, 2011
5. Conduct testing in kilns, potentially with suitable industry partners such as Vulcan Materials Co. Target Completion Date September 30, 2011

Revised June 24,, 2009

EXHIBIT C – “Not to Exceed” License Terms
See Attached

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Initials
UFRF

Exhibit A

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

This non-binding Not to Exceed Term Sheet is dated the 1st day of October, 2019 and is solely for purposes of negotiation by and between, the University of Florida Research Foundation, Inc. (hereinafter called "UFRF"), a non-stock, nonprofit Florida corporation, and Emerald Endeavors, Inc. ("Company") at the following address 5009 Glenrose Court, Tallahassee, FL 32309. No contract shall be implied or exist until a final, written license agreement is signed by UFRF's Director of the Office of Technology Licensing and an authorized representative of Company.

Licensed Patents: US Patent Application 12/682,365, entitled: "**Multifunctional Potentiometric Gas Sensor Array With an Integrated Temperature Control and Temperature Sensors**", invented by **Eric D. Wachsman and Bryan M. Blackburn** filed on **April 9, 2010**; and United States patents and foreign patents and patent applications based on this U.S. application; all divisionals and continuations both U.S. and foreign; and any reissues or re-examinations of patents described above

Licensed Territory: Worldwide

Licensed Field: All applications except gasoline and diesel internal combustion engines

Licensed Product: Any product or part thereof, on a country-by-country basis, that (i) is covered in whole or in part by an issued or pending claim contained in the Licensed Patents, in any country in which such product is made, used, imported or sold or (ii) is manufactured by using a process which is covered in whole or in part by an issued or pending claim contained in the Licensed Patents, in any country in which any such process is used or in which any such product is used, imported or sold.

Licensed Process: Any process, on a country-by-country basis, that is covered in whole or in part by an issued or pending claim contained in the Licensed Patents.

Grant: Limited Exclusive license to Licensed Patents, in the Licensed Territory and Licensed Field, to commercialize Licensed Products and Licensed Processes.

Sub License: *In the case of a Limited exclusive license:* Right to sub-license. UFRF has right to receive unredacted copies of sublicenses.

Reserved Rights The right for itself, the University of Florida and all non-profits with which it collaborates to practice the Licensed Patents for their internal research, clinical (including, but not limited to patient care at Shands Teaching Hospital and University of Florida patient care facilities), and educational purposes. The right to terminate the license if Company (or its sublicensee) brings or assists in a patent challenge against the Licensed Patents (except as required under a court order or subpoena).

Consideration:

Issuance of Equity: Company issues to UFRF common stock equal to Ten (10%) of the issued and outstanding shares of Company, such percentage shall not be reduced (diluted) until Company has received One million dollars (US \$1,000,000) in external equity funding. Company shall provide UFRF with a capitalization table.

Patent costs: Company pays Fifty percent (50%) all future expenses incurred by UFRF for preparation, filing, prosecution, issuance, and maintenance of the Licensed Patents within thirty (30) days of receipt of an invoice from UFRF. Should UFRF or any other licensee or optionee of Patent Rights decide to not pay any patent costs or to otherwise

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

abandon patents in any jurisdiction worldwide, UFRF shall notify COMPANY at least 15 days prior to any loss of patent rights in such jurisdiction and COMPANY shall have the right, at its expense, to maintain those rights. In such event, the new rights will automatically be deemed to be added to the Territory as defined herein.

Company also pays all past patent costs, which have not been recovered from other licensees, for the Licensed Patents incurred by UFRF for the Licensed Patents, estimated to be \$ TBD as of TBD within thirty (30) days of the Effective date of the License Agreement. .

Improvements Company shall own any inventions which it makes; UFRF shall own any inventions it makes. Joint inventions shall be jointly owned. Company shall have 120 days from the date of disclosure to Company to negotiate for exclusive rights to Joint inventions .

License Fee: Non-refundable license fee of \$20,000 dollars payable within thirty (30) days of Effective Date of the license agreement.

Annual License Maintenance Fees: Company to pay annual license maintenance fee each year on the anniversary of the Effective Date of the license agreement according to the table below. The annual license maintenance fee is payable each year until the first commercial sale of a Licensed Product or a Licensed Process, after which time minimum royalties instead of the annual license maintenance fee will be due.

Year	Amount
Year 1	\$ 0
Year 2	\$ 20,000
Year 3	\$ 25,000
Year 5	\$ 30,000

and every year thereafter until 1st commercial year

Royalty: Running Royalty: Licensee shall pay to UFRF royalties as follows:

(i) Five percent (5%) for Net Sales of Licensed Products, for each product, on a country-by-country basis, that is (a) covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in the country in which such product is made, imported, exported, used or sold or (b) is manufactured using a process which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in the country in which such process is used or in which such product is imported, used or sold.

(ii) Five percent (5%) for Net Sales of Licensed Processes, for each process, on a country-by-country basis, that is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents in the country in which such process is practiced.

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

Net Sales means the total dollar amount invoiced on sales of Licensed Product and/or Licensed Processes by licensee or by any sub-licensee, less promotional discounts allowed in amounts customary in the trade. Royalties from Sublicenses will pass through to UFRF at the same Royalty rate that is specified in this term sheet.

Royalty Stacking Provision – If the Company requires the licensing of additional technology from a third party to complete the final product and sell the final product to a customer, UFRF agrees to a reduction in the royalty rate under the following terms and conditions:

- a) UFRF shall be notified in writing 30 days in advance of any in-licensing Agreement about the UF technology that will be in-licensed.
- b) Net Sales must be received by licensee before the actual reduction in royalties paid to UFRF is applied:
- c) the royalty reduction will only apply to 3rd party technology that is in-licensed, integrated into the final product, and sold to the customer (complete device). Royalties on unaffected products will not be reduced.
- d) the royalty for the affected product will be reduced by one half the rate of the royalty paid to the third party, subject to the limitation of section (e) below.
- e) the total reduction in the royalty resulting from all occurrences of in-licensing (section a through d above) shall not exceed 50% of the original royalty specified in this agreement.

Royalties from sublicenses will pass-through to UF at the same Royalty Rate specified in this term sheet. Company is free to negotiate and collect a higher Royalty Rate from sublicenses.

No multiple fees or royalties are payable to UFRF on any Licensed Product or Process, because of multiple UFRF patents, provided that the Company has a valid license to those patents and the maximum royalty payable to UFRF will not exceed 5% on any individual sale. In the event that multiple UFRF patents apply to a particular sale of a Licensed Product or Process, the Company shall provide UFRF with an allocation of the royalty paid to each applicable patent based on its good faith estimate of the relative value each patent contributed to the product or process which produced the sale in question.

Company to pay a minimum royalty commencing on the Second Commercial Year according to the following table:

<u>Minimum Royalty</u>	<u>Year</u>
\$ __,000 (TBD from Business Plan)	200__
\$ __,000 (TBD)	200__
\$ __,000 (TBD)	200__

and every year thereafter that this agreement is in effect. The First Commercial Year will be the first 12 month period following the First Commercial Sale. The First Commercial Sale will be defined as a sale, in excess of \$10,000 of product intended for normal use in

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

the industry. It will not include sales to customers of products intended for evaluation or other testing purposes.

Sublicense Fees: If Company receives any consideration such as fees, minimum royalties, milestone payments or other payments for a sublicense of the Licensed Patents, and such payments are not running royalties based on Net Sales, then Company shall pay UFRF Twenty percent (20%) of such payments.

Minimum Investment: Company shall receive at least One million dollars (\$1,000,000) in external equity investment within twenty-four (24) months of the Effective Date or UFRF shall, as its sole and exclusive remedy, have the right to terminate the License.

Development Plan and Reports: Company to provide to UFRF a 5-year development plan respecting exploitation of the Licensed Patents. Company shall also provide annual development reports at the end of each calendar year.

If, after the third year following executing the license agreement, Company has not pursued a market or territory respecting the Licensed Patents and UFRF has received notice that a third party wishes to negotiate a license for such market or territory, UFRF may terminate the Grant with respect to such market or territory upon sixty (60) days written notice to Licensee.

During the notice period, Company may provide UFRF with a revised Development Plan with respect to the market or territory. UFRF may consider the revised Development Plan and determine, in UFRF's sole reasonable discretion, whether the revised Development Plan will be accepted or whether the license will terminate with respect to such market or territory upon expiration of the notice period.

Milestones: The following draft milestones will constitute partial consideration for the License and will be payable by Company to UFRF within thirty (30) days of the achievement of the milestones as listed below. Final milestones will be agreed upon before the execution of a license agreement.

Event

Milestone Payment

Completion of 1 year, real-time, field testing that demonstrates reliability and durability in a setting comparable to industrial/commercial use. \$5,000

Completion of a multi-year supply agreement with an appropriate contract manufacturer for commercial-scale production of sensor chip. \$5,000

Issuance of patent applications 12/682,365 and 12/743,490 by the USPTO without losing claims which are critical to the performance enhancements offered by the inventions therein \$5,000

First commercial sale \$15,000

Exhibit C
NOT TO EXCEED LICENSE Term Sheet – without Know-How

Warranties: UFRF warrants it has the right to grant a license, as specified above, to the Licensed Patents; and

Company warrants that to the best of its ability it will actively pursue the development of the technology embodied in the Licensed Patents.

Term: On a country by country basis until the last to expire of the Licensed Patents.

Patent Prosecution: UFRF shall prosecute and maintain the Licensed Patents using counsel of its choice, provided that UFRF will consult in good faith with Company on its choice of counsel prior to making that choice and periodically thereafter. UFRF shall provide Company with copies of all documents relating to Licensed Patents filed with and received from patent offices. Company agrees to keep such information confidential.

Standard Terms: Additional terms as are customary in UFRF license agreements, including but not limited to, indemnification of UFRF, product liability insurance, termination for breach, non-use of University of Florida related names, dispute resolution and confidentiality.

UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.

David L. Day Date: 10/8, 2010
David L. Day
Director of Technology Licensing

COMPANY
By: Jerome J. J. J. Date: 10/7, 2010
Name and Office: CEO

Revised June 24,, 2009

EXHIBIT D

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

Agreement A9684 on File at OTL

Page 12 of 12


Initials
UFRF

Exhibit A

**FIRST AMENDMENT TO
OPTION AGREEMENT NO. A9814**

WHEREAS, the University of Florida Research Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida and having its principal office at 223 Grinter Hall, Gainesville, Florida 32611 U.S.A. (hereinafter referred to as "UFRFI"), and Emerald Endeavors, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 5009 Glenrose Court, Tallahassee, FL, 32309, (hereinafter referred to as "COMPANY") entered into an Option Agreement effective October 1, 2010 (hereinafter "Option Agreement");

WHEREAS, the parties now wish to amend the Option Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows;

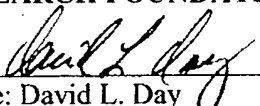
1. The following section of the Option Agreement shall be re-written to read as follows:

1) GRANT. UFRF hereby grants to COMPANY an option to negotiate a royalty-bearing, life-of-patent, exclusive license to the Patent Rights for the following field(s) of use: All fields except Sensors for Gasoline Internal Combustion engines and directly related systems and Sensors for Diesel Internal Combustion engines and directly related systems hereinafter the "Field") for the territory of Worldwide (hereinafter the "Territory", and the Territory and Field hereinafter constituting the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate the Option Rights according to the Evaluation Plan in Exhibit B.

2. All other provisions of the Option Agreement shall remain in full force and effect and unmodified by this Amendment.

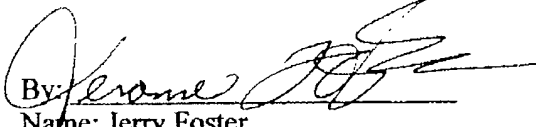
3. This amendment shall be executed in duplicate and shall be referred to as the First Amendment.

**UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.**

By: 
Name: David L. Day
Title: Director of Technology Licensing

Date: 1/18/11

EMERALD ENDEAVORS, INC.

By: 
Name: Jerry Foster
Title: CEO

Date: 1/14/11

**FIRST AMENDMENT TO
OPTION AGREEMENT NO. A9536**

WHEREAS, the University of Florida Research Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida and having its principal office at 223 Grinter Hall, Gainesville, Florida 32611 U.S.A. (hereinafter referred to as "UFRFI"), and Emerald Endeavors, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 5009 Glenrose Court, Tallahassee, FL, 32309, (hereinafter referred to as "COMPANY") entered into an Option Agreement effective October 1, 2010 (hereinafter "Option Agreement");

WHEREAS, the parties now wish to amend the Option Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows;

1. The following section of the Option Agreement shall be re-written to read as follows:

1) GRANT. UFRF hereby grants to COMPANY an option to negotiate a royalty-bearing, life-of-patent, exclusive license to the Patent Rights for the following field(s) of use: All fields except Sensors for Gasoline Internal Combustion engines and directly related systems and Sensors for Diesel Internal Combustion engines and directly related systems hereinafter the "Field") for the territory of Worldwide (hereinafter the "Territory", and the Territory and Field hereinafter constituting the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate the Option Rights according to the Evaluation Plan in Exhibit B.

2. All other provisions of the Option Agreement shall remain in full force and effect and unmodified by this Amendment.

3. This amendment shall be executed in duplicate and shall be referred to as the First Amendment.

**UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.**

By: David L. Day
Name: David L. Day
Title: Director of Technology Licensing

Date: 1/18/11

EMERALD ENDEAVORS, INC.

By: Jerry Foster
Name: Jerry Foster
Title: CEO

Date: 1/14/11

**FIRST AMENDMENT TO
OPTION AGREEMENT NO. A9538**

WHEREAS, the University of Florida Research Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida and having its principal office at 223 Grinter Hall, Gainesville, Florida 32611 U.S.A. (hereinafter referred to as "UFRFI"), and Emerald Endeavors, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 5009 Glenrose Court, Tallahassee, FL, 32309, (hereinafter referred to as "COMPANY") entered into an Option Agreement effective October 1, 2010 (hereinafter "Option Agreement");

WHEREAS, the parties now wish to amend the Option Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows;

1. The following section of the Option Agreement shall be re-written to read as follows:

1) GRANT. UFRF hereby grants to COMPANY an option to negotiate a royalty-bearing, life-of-patent, exclusive license to the Patent Rights for the following field(s) of use: All fields except Sensors for Gasoline Internal Combustion engines and directly related systems and Sensors for Diesel Internal Combustion engines and directly related systems hereinafter the "Field") for the territory of Worldwide (hereinafter the "Territory", and the Territory and Field hereinafter constituting the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate the Option Rights according to the Evaluation Plan in Exhibit B.

2. All other provisions of the Option Agreement shall remain in full force and effect and unmodified by this Amendment.

3. This amendment shall be executed in duplicate and shall be referred to as the First Amendment.

**UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.**

By: David L. Day
Name: David L. Day
Title: Director of Technology Licensing

Date: 1/18/11

EMERALD ENDEAVORS, INC.

By: Jerry Foster
Name: Jerry Foster
Title: CEO

Date: 1/14/11



Research Foundation, Inc.
Business Office

April 9, 2012

Via Federal Express

Jerry Foster, CEO
Emerald Endeavors, Inc.
5009 Glenrose Court
Tallahassee, FL 32309

288 Grinter Hall
PO Box 115500
Gainesville, FL 32611-5500
352-392-5221
Fax 352-846-0505
<http://rgp.ufl.edu/ufrf>

Re: License Agreements No. A9536; No. A9538 and No. A9814 between the University of Florida Research Foundation, Inc. and Emerald Endeavors, Inc. executed on 10/01/10

Dear Mr. Foster:

We have made a diligent effort to collect past due amounts owed to the University of Florida Research Foundation, Inc. under the above-referenced Option Agreements. On January 19, 2012 we extended a payment plan to you which you acknowledged by executing and returning the offer. The agreed upon plan was to make a payment of \$2,500 by January 27, 2012, and to pay the balance of the accounts by March 1, 2012. We did receive the initial payment of \$2,500 on February 1, 2012. However, we have not received any payments since the initial payment.

Therefore, please be advised that if your accounts have not been satisfied within seven (7) days of the date of this letter, your account will be placed with a collections firm in an effort to resolve this matter. I enclose for your reference an updated Summary Sheet showing a total outstanding balance of \$12,827.81 for the three Options referenced above.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Day".

David L. Day
Director of Technology Licensing

cc: Lenny Terry, Assistant Director
Ms. Maureen Upshaw, UFRF Business Office
Greg Neal, UFRF Business Office



Adina Pollan

Akerman Senterfitt
50 North Laura Street
Suite 3100
Jacksonville, FL 32202-3646
Tel: 904.798.3700
Fax: 904.798.3730

Dir: 904.598.8629
Dir Fax: 904.598.3965
adina.pollan@akerman.com

July 2, 2012

VIA Certified MAIL and E-mail (jfoster@emerald-endeavors.com)

Jerry Foster, CEO
Emerald Endeavors, Inc.
5009 Glenrose Court
Tallahassee, FL 32309

Jerry Foster, CEO
Emerald Endeavors, Inc.
403 Woods Lake Road
Suite 201
Greenville, SC 29607

Re: License Agreements No. A9536, No. A9538, and No. A9814 between the University of Florida Research Foundation, Inc. and Emerald Endeavors, Inc., executed on 10/01/2010

Dear Mr. Foster:

Please be advised that Akerman Senterfitt has been retained by the University of Florida Research Foundation, Inc. ("UFRF") regarding the above license agreements (the "Agreements"). Please direct all future correspondence to my attention.

On April 9, 2012, Emerald Endeavors, Inc. ("EEI") was notified by UFRF that it is in default of the Agreements, as well as the payment plans UFRF extended to EEI for repayment of the Agreements. On April 12, 2012, you requested a modified payment plan from UFRF in the amount of \$1,000.00 per month, which was approved by UFRF via email on April 17, 2012. To date, UFRF has not received any payment from you on the Agreements, nor any explanation for non-payment.

This correspondence serves to notify you that UFRF demands full payment of the entire outstanding of the balance on the Agreements, or **\$12,827.81**. Please forward the entire balance to my attention within ten (10) days of the date of this letter. Failure to timely comply with this demand will result in UFRF pursuing all legal remedies against you, including initiating a lawsuit for damages. UFRF will not accept any payment other than the full amount due.

akerman.com

BOCA RATON DALLAS DENVER FORT LAUDERDALE JACKSONVILLE LAS VEGAS LOS ANGELES MADISON MIAMI NAPLES
NEW YORK ORLANDO PALM BEACH SALT LAKE CITY TALLAHASSEE TAMPA TYSONS CORNER WASHINGTON, D.C.
WEST PALM BEACH

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Exhibit D

Jerry Foster, CEO
July 2, 2012
Page 2

UFRF reserves all other rights and remedies available to UFRF pursuant to Florida law and the Agreements. This letter shall not be construed as a waiver of UFRF's rights or remedies.

Sincerely,

AKERMAN SENTERFITT

A handwritten signature in black ink, appearing to read 'A. Pollan', followed by a horizontal line.

Adina L. Pollan

cc: University of Florida Research Foundation, Inc.