

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

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

Plaintiff,

v.

COOL FLOW DYNAMICS, INC., a  
Delaware corporation,

Defendant.

CASE NO.:

DIVISION:

**COMPLAINT**

Plaintiff, University of Florida Research Foundation, Incorporated, a Florida non-profit corporation (“UFRF”), sues defendant, Cool Flow Dynamics, Inc., a Delaware corporation (“Cool Flow”), and alleges:

1. UFRF is a Florida non-profit corporation with a principal place of business in Alachua County, Florida.
2. Cool Flow is a Delaware corporation with a principal place of business in Sarasota County, Florida.
3. This is an action for breach of contract in which the damages, exclusive of interest, fees and costs, exceed the sum of \$15,000.00. Therefore, pursuant to Section 26.012, Florida Statutes, this court has jurisdiction over this action.
4. Pursuant to Section 47.011, Florida Statutes, venue is proper in Alachua County, Florida because the cause of action accrued in Alachua County, Florida.
5. Cool Flow breached the contracts that are the subject of this action in Alachua

County, Florida, by failing to perform acts required by the contracts to be performed in Alachua County, Florida and consequently, injuring UFRF in Alachua County, Florida.

6. Effective March 5, 2014, UFRF and Cool Flow entered into a Standard Exclusive License Agreement with Know How (Agreement Number A12817) (the “**A12817 Agreement**”).

7. Around July 2, 2014, UFRF and Cool Flow entered into a First Amendment to License Agreement No. A12817 (the “**First Amendment to A12817**”).

8. Around December 23, 2014, UFRF and Cool Flow entered into a Second Amendment to License Agreement No. A12817 (the “**Second Amendment to A12817**”).

9. Around July 14, 2015, UFRF and Cool Flow entered into a Third Amendment to License Agreement No. A12817 (the “**Third Amendment to A12817**”).

10. Around September 11, 2015, UFRF and Cool Flow entered into a Fourth Amendment to License Agreement No. A12817 (the “**Fourth Amendment to A12817**”).

11. Around February 1, 2016, UFRF and Cool Flow entered into a Fifth Amendment to License Agreement No. A12817 (the “**Fifth Amendment to A12817**,” and together with the A12817 Agreement, the First Amendment to A12817, the Second Amendment to A12817, the Third Amendment to A12817, and the Fourth Amendment to A12817, the “**A12817 License Agreement**”). A redacted copy of the A12817 License Agreement is attached as **Exhibit A**.)

12. Effective July 2, 2014, UFRF and Cool Flow entered into a Standard Exclusive License Agreement with Know How (Agreement Number A13553) (the “**A13553 Agreement**”).

13. Around August 18, 2014, UFRF and Cool Flow entered into a First Amendment to License Agreement No. A13553 (the “**First Amendment to A13553**”).

14. Around December 5, 2014, UFRF and Cool Flow entered into a Second Amendment to License Agreement No. A13553 (the “**Second Amendment to A13553**,” and

together with the A13553 Agreement and the First Amendment to A13553, the “**A13553 License Agreement**”). A redacted copy of the A13553 License Agreement is attached as **Exhibit B.**).

15. Effective July 14, 2015, UFRF and Cool Flow entered into an Option Agreement with Know-How (Agreement Number A14992) (the “**Option Agreement**”). A redacted copy of the Option Agreement is attached as **Exhibit C.**

16. Under the A12817 License Agreement and the A13553 License Agreement, UFRF granted Cool Flow licenses for the use of UFRF’s intellectual property.

17. Under the Option Agreement (together with the A12817 License Agreement and the A13553 License Agreement, the “**Agreements**”), UFRF granted Cool Flow an option to negotiate a royalty-bearing, limited-term, exclusive license for the use of UFRF’s intellectual property.

18. Pursuant to the Agreements, in return for the licenses and option, Cool Flow agreed to pay UFRF certain royalties, annual license maintenance fees, and all costs and expenses incurred by UFRF for the preparation, filing, prosecution, issuance, maintenance, defense, and reporting of the licensed patents.

19. Cool Flow breached the Agreements by failing to make required payments of the amounts due under the Agreements.

20. On April 3, 2015, Cool Flow notified UFRF of its intent to terminate the A13553 License Agreement and on June 5, 2015, UFRF sent Cool Flow a notice that, pursuant to its terms, the A13553 License Agreement terminated on May 31, 2015 and demanding payment of past-due invoices (the “**April 2015 Demand Letter and Termination Notice**”). A copy of the April 2015 Demand Letter and Termination Notice is attached as **Exhibit D.**

21. On March 14, 2016, Cool Flow notified UFRF of its intent to terminate the

A12817 License Agreement and the Option Agreement and on March 22, 2016, UFRF sent Cool Flow a notice that, pursuant to their terms, the Option Agreement terminated on March 14, 2016, and the A12817 License Agreement would terminate on May 13, 2016 and demanding payment of past-due invoices (the “**March 2016 Demand Letter and Termination Notice**”). A copy of the March 2016 Demand Letter and Termination Notice is attached as **Exhibit E**.

22. On November 28, 2016, UFRF made written demand on Cool Flow for payment of past-due invoices (the “**November 2016 Demand Letter**”). A copy of the November 2016 Demand Letter is attached as **Exhibit F**.

23. Pursuant to terms of the Agreements, in addition to the amount set forth in the demand letters, Cool Flow is also liable to UFRF for any out-of-pocket expenses, including attorneys’ fees and costs, incurred by UFRF to collect overdue payments, as well as interest on the unpaid balance, which continues to accrue at the rate of 1.5% per month.

24. Cool Flow remains in breach of the Agreements by virtue of its failure to pay UFRF all amounts due to UFRF under the Agreements.

25. UFRF has retained the law firm of Akerman LLP to represent it in this action and has agreed to pay a reasonable fee for the firm’s services, and is entitled to recover that fee pursuant to the terms of the Agreements.

26. As of January 17, 2017, there is due and owing to UFRF from Cool Flow the total amount of \$35,377.84, which is the sum of \$32,112.90 in past-due invoices, together with accrued interest of \$3,264.94, which continues to accrue at a rate of \$15.84 per diem, plus attorneys’ fees and costs.

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

WHEREFORE, plaintiff, University of Florida Research Foundation, Incorporated, demands judgment against defendant, Cool Flow, Inc., for payments due under the Agreements plus interest, attorneys' fees and costs, and such other relief as this Court deems just and proper.

Dated: January 17, 2017

**AKERMAN LLP**

/s/ Allison M. Stocker

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*Attorneys for University of Florida Research Foundation, Incorporated*

**STANDARD EXCLUSIVE LICENSE AGREEMENT**  
**WITH KNOW HOW**  
Agreement No: A12817

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This Agreement is made effective the 5<sup>th</sup> day of March, 2014 (the "Effective Date") by and between the University of Florida Research Foundation, Inc. (hereinafter called "UFRF"), a nonstock, nonprofit Florida corporation, and Cool Flow Dynamics, Inc. (hereinafter called "Licensee"), a small entity corporation organized and existing under the laws of Delaware;

WHEREAS, UFRF owns certain inventions that are described in the "Licensed Patents" defined below, and UFRF is willing to grant a license to Licensee under any one or all of the Licensed Patents and Licensee desires a license under all of them;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties covenant and agree as follows:

**Section 1: Definitions**

1.1 "Licensed Patents" means all of the following UFRF intellectual property\

- 1.1.1 the patents(s)/patent applications(s) identified on Schedule 1 hereto;
- 1.1.2 any and all United States and foreign patent applications claiming priority to any of the patents(s) and patent applications identified in Schedule 1, and
- 1.1.3 any and all patents issuing from the patent applications identified in Section 1.1.1 and 1.1.2, including, but not limited to, letters patents, patents of addition, divisionals, reissues, re-examinations, extensions, restorations, and supplementary protection certificates;

all to the extent owned or controlled by UFRF.

1.2 "Licensed Product" and "Licensed Process" means:

- 1.2.1 In the case of a Licensed Product, any product or part thereof, on a country-by-country basis, that:
  - (a) is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in any country in which such product is made, used, imported, or sold; or
  - (b) is manufactured by 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 any country in which such process is used or in which any such product is used, imported, or sold; or
  - (c) incorporates, utilizes, or was developed utilizing, Know-How or which is manufactured using Know-How or using a process developed using Know-How.
- 1.2.2 In the case of a Licensed Process, any process, on a country-by-country basis:
  - (a) which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents in any country in which such process is practiced; or
  - (b) which incorporates, utilizes, or was developed utilizing Know-How.
- 1.3 "Net Sales" means the total dollar amount invoiced on sales of Licensed Product and/or Licensed Processes by Licensee and/or Sublicensee(s). Total amount invoiced may include only promotional discounts allowed in the amounts customary in the trade.
- 1.4 "Affiliate" means: (a) any person or entity which controls at least fifty percent (50%) of the equity or voting stock of the Licensee or (b) any person or entity fifty percent (50%) of whose equity or voting stock is owned or controlled by the Licensee or (c) any person or entity of which at least fifty percent (50%) of the equity or voting stock is owned or controlled by the same person or entity owning or controlling at least fifty percent (50 %) of Licensee or (d) any entity in which any officer or employee is also an officer or employee of Licensee or any person who is an officer or employee of Licensee.
- 1.5 "Patent Challenge" means a challenge to the validity, patentability, enforceability and/or non-infringement of any of the Licensed Patents or otherwise opposing any of the Licensed Patents.

- 1.6 "Sublicensed" means, directly or indirectly, to sublicense, grant any other right with respect to, or agree not to assert, any right licensed to Licensee under this Agreement.
- 1.7 "Sublicensee" means any third party to whom Licensee grants a Sublicense.
- 1.8 "Development Plan" means a written report summarizing the development activities that are to be undertaken by the Licensee to bring Licensed Products and/or Licensed Processes to the market. The Development Plan is attached as Appendix A.
- 1.9 "Development Report" means a written account of Licensee's progress under the Development Plan having at least the information specified on Appendix B to this Agreement, and shall be sent to the address specified on Appendix B.
- 1.10 "Licensed Field" shall be limited to the field of Open Air Refrigeration.
- 1.11 "Licensed Territory" shall be limited to Worldwide
- 1.12 "Investigator" means Subrata Roy, [Insert name of PI] while employed by the University of Florida.
- 1.13 "Know-How" means unpatented technology and/or information that was developed by the Investigator, including without limitation methods, processes, techniques, compounds, cell lines, materials, sequences, drawings, indications, data, results of tests, results of studies, plans, and expertise, whether patentable or not, which relate specifically to the Licensed Patents and existing on the date hereof, only to the extent wholly owned and controlled by the UFRF, except that Know-How shall not include the Licensed Patents.
- 1.14 "Change of Control" shall mean
- (a) any consolidation, merger, combination, reorganization or other transaction in which Licensee is not the surviving entity other than a transaction, the principal purpose of which is to effect a change in domicile or the form of entity of Licensee
  - (b) the shares of stock of Licensee constituting in excess of fifty percent (50%) of the voting power of Licensee are exchanged for or changed into other stock or securities, cash, and/or other property other than in the context of a financial transaction
  - (c) a sale or other disposition of all or substantially all of the assets of the Licensee, or the assignment of this Agreement to a third party pursuant to Section 10.

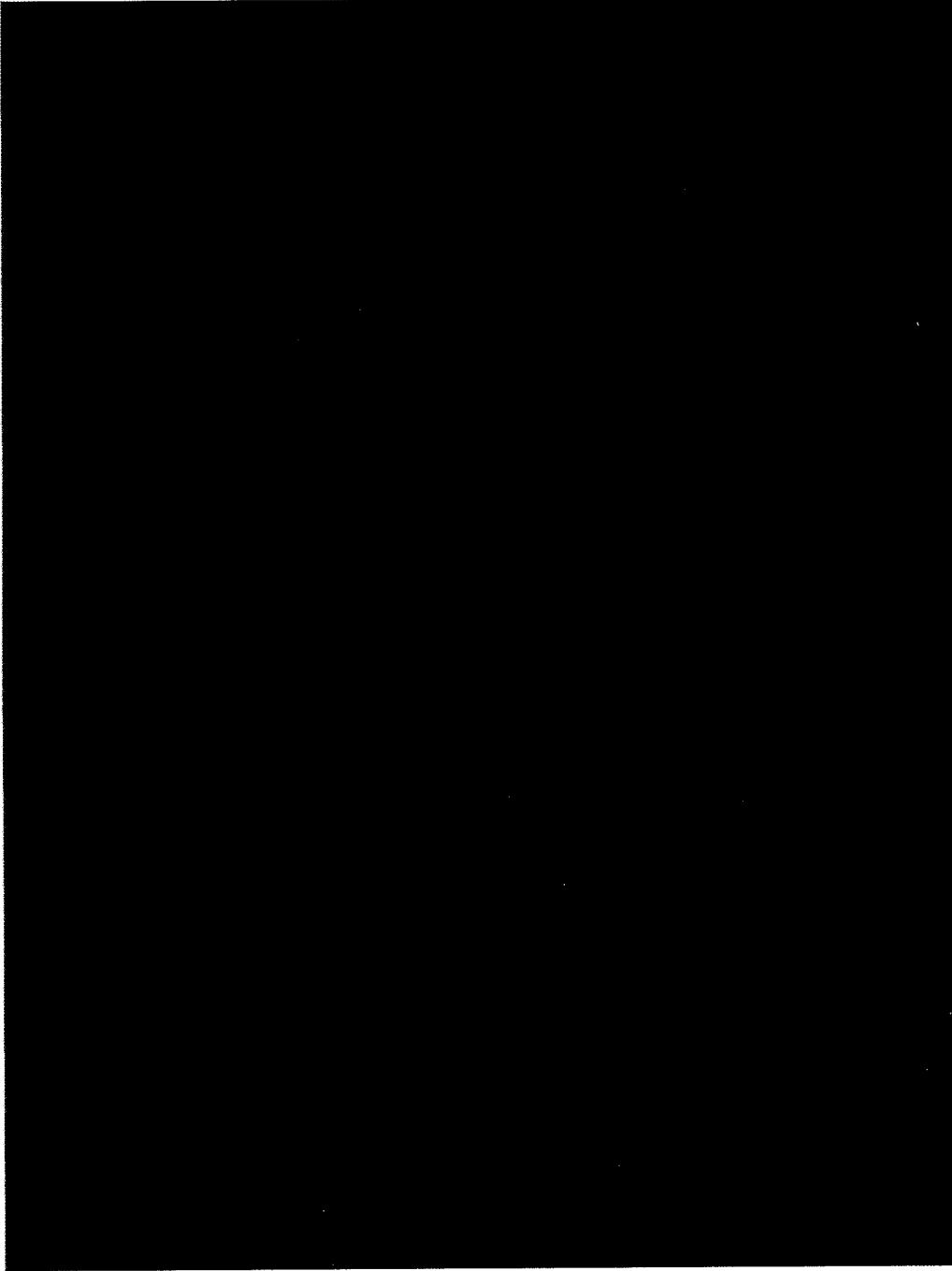
## **Section 2: Grant**

### **2.1 License**

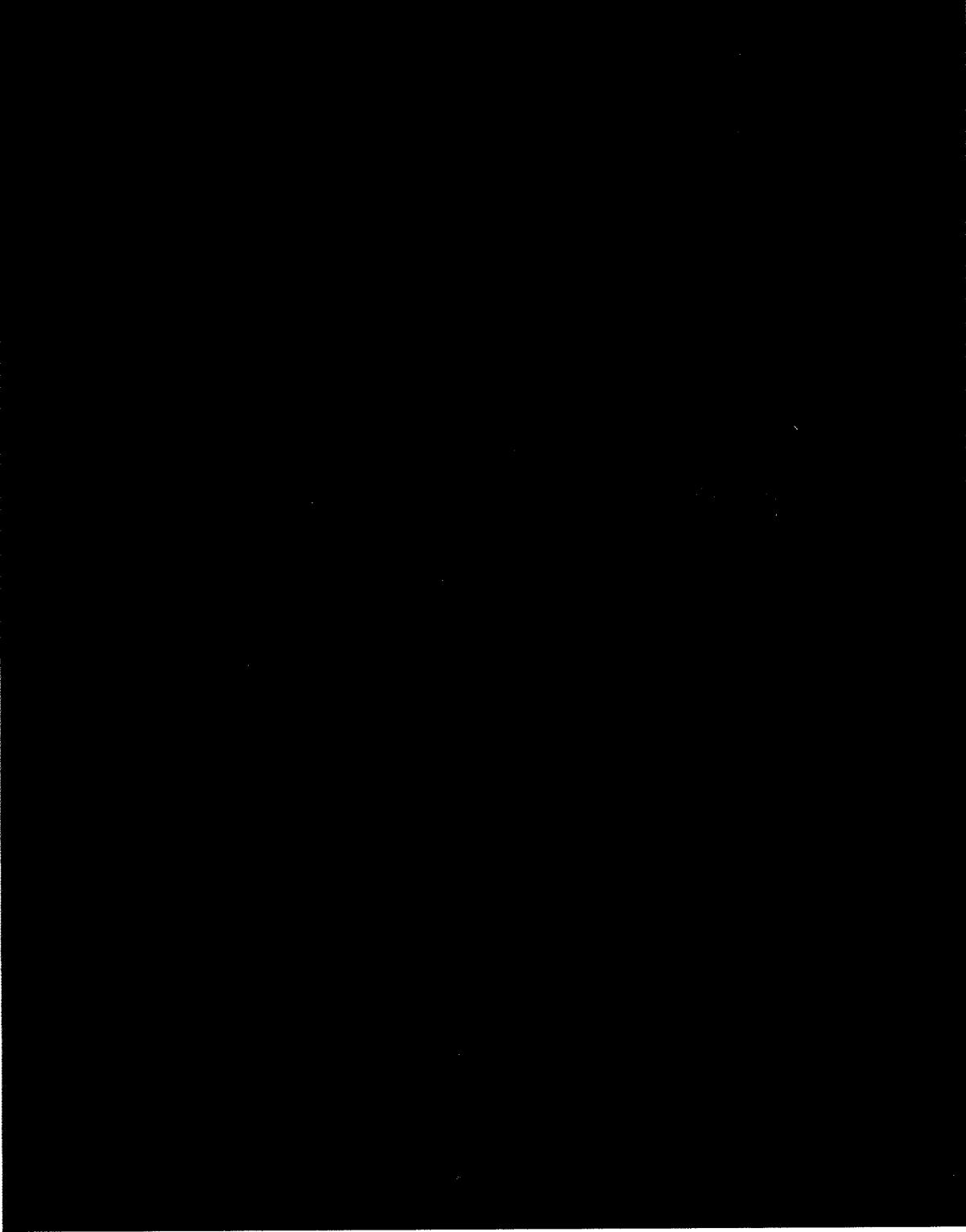
#### **2.1.1 License under Licensed Patents**

Subject to the terms of this agreement, UFRF hereby grants to Licensee a royalty-bearing, exclusive license, limited to the Licensed Field and the Licensed Territory, under the Licensed Patents and non-exclusive to Know-How to make, have made, develop, use, lease, import, export, offer to sell, sell and have sold Licensed Products and Licensed Processes. UFRF reserves to itself and the University of Florida the right under the Licensed Patents and Know-How to make, have made, develop, import and used Licensed Products and Licensed Processes solely 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. UFRF reserves the right to itself, to the University of Florida and to the Investigator

to publish any aspect of the Know-How for academic and educational purposes. In addition, UFRF reserves to itself, as well as to the University of Florida and to all non-profit research institutions, the right to use materials that might be covered under Licensed Patents or Know-How solely for their internal research, educational, and clinical purposes and to meet all applicable government requirements governing the ability to transfer materials.



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UFRF

**Exhibit A**

#### **Section 4: Payments**

##### **4.1 License Issue Fee**

Licensee agrees to pay to UFRF a non-refundable licensee issue fee of one thousand dollars (\$1,000), within thirty (30) days of the Effective Date.

##### **4.2 Annual License Maintenance Fee**

Licensee to pay annual license maintenance fee dollars each year on the anniversary of the Effective Date of the license agreement according to the following table. 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	\$ 2,000
Year 2	\$ 3,000
Year 3	\$ 5,000
Year 4	\$ 10,000

and every year thereafter until 1st commercial sale

##### **4.3 Issuance of Equity**

4.3.1 As further consideration for the rights granted to Licensee by this Agreement, as of the Effective Date, Licensee will issue to UFRF that number of shares of common stock or membership interests of Licensee equal to seven percent (7%) of the total number of issued and outstanding shares or units of Licensee on the Effective Date.

4.3.2 If, at any time after the Effective Date of this Agreement and before Licensee receives a total of one million dollars (\$1,000,000) cash in exchange for the issuance of Licensee's equity securities or membership interests, or securities or membership interests that are convertible into Licensee's equity securities (collectively, "Equity Interests") Licensee issues any Equity Interests, then Licensee shall issue additional Equity Interests to UFRF such that immediately after such issuance to UFRF the total amount of Equity Interests issued to UFRF under this Section constitutes seven percent (7%) of the total number of issued and outstanding Equity Interests of Licensee calculated on a Fully Diluted Basis. "Fully Diluted Basis" means assuming the conversion of all outstanding convertible securities and the exercise of all outstanding options, warrants and other similar securities, regardless of whether such securities, options or warrants are then convertible or exercisable.

4.3.3 If the Licensee proposes to sell any Equity Interests in a financing, then UFRF and/or any entity to which UFRF has assigned the right to exercise UFRF's participation rights will have the right to purchase up to that portion of the Equity Interest that equals UFRF's then current percentage ownership of the Licensee on a Fully Diluted Basis on the same terms as are offered with respect to such Equity Interests sold in such financing.

4.3.4 The issuance of Equity Interests to UFRF under this Section 4.3 shall be made in accordance with that certain Equity Agreement [or Operating Agreement if for a

LLC] by and between UFRF and Licensee of even date herewith, a copy of which is attached hereto as Appendix E and incorporated by reference herein.

#### 4.4 Royalty

Royalty on Licensed Patents: Licensee agrees to pay to UFRF as earned royalties a royalty calculated as a percentage of Net Sales. The royalty is deemed earned as of the earlier of the date the Licensed Product and/or Licensed Process is actually sold and paid for, the date an invoice is sent by Licensee or its Sublicensee(s), or the date a Licensed Product and/or Licensed Process is transferred to a third party for any promotional reasons. 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.

(iii) two and one-half percent (2.5%) for Net Sales of all other Licensed Products and Licensed Processes.

Royalties are payable for the longer of (a) the last to expire of the claims in the Licensed Patents and (b) ten (10) years from the first commercial sale of a Licensed Product or Licensed Process in each country in which the Licensed Product or Licensed Process is sold. Royalties are payable based on the largest applicable rate calculated per this section and such royalties based on Licensed Patents and Know-How shall not be additive.

Amounts owing to UFRF under Sections 4.4 shall be paid on a quarterly basis after the amount of minimum royalties paid is exceeded, with such amounts due and received by UFRF on or before the thirtieth (30<sup>th</sup>) day following the end of the calendar quarter ending on March 31, June 30, September 30, or December 31 in which such amounts were earned.

#### 4.5 Minimum Royalty

4.5.1 Licensee agrees to pay UFRF minimum royalty payments, as follows:

Payment	Year
\$ 5,000	2016
\$ 48,000	2017
\$100,000	2018
\$200,000	2019
\$400,000	2020 and every year thereafter for the life of this Agreement.

The minimum royalty shall be paid in advance on a quarterly basis on March 31, June 30, September 30, and December 31 for the following quarters, for each year in which this Agreement is in effect. The First minimum royalty payment

shall be due on December 31, 2015 and shall be in the amount of \$1,250. Any minimum royalty paid in a calendar year will be credited against the earned royalties for that calendar year. It is understood that the minimum royalties will be applied to earned royalties on a calendar year basis, and that sales of Licensed Products and/or Licensed Processes requiring the payment of earned royalties made during a prior or subsequent calendar year shall have no effect on the annual minimum royalty due UFRF for other than the same calendar year in which the royalties were earned.

#### 4.6 Milestone Payments

Licensee agrees to pay UFRF milestone payments within thirty (30) days of the first achievement of such milestone, as follows:

<u>Milestone</u>	<u>Payment</u>
Secure Contract with Major Retailer	\$10,000
First Commercial Sale	\$25,000

#### 4.7 Sublicense Fees

Licensee shall pay sublicense fees to UFRF per Section 2.2.2 of this agreement within thirty days (30) of the receipt of any such fees from Sublicensee.

#### 4.8 Change of Control Fee

Licensee shall pay to UFRF a fee of the greater *value of the UFRF stock or 1% of the cash value of the transaction* in the event of any Change of Control (Change of Control fee). The Change of Control fee shall be payable upon any Change of Control, irrespective of whether Licensee is maintained as an affiliate or subsidiary of the new controlling entity, or is dissolved or absorbed into the new controlling entity.

#### 4.9 Accounting for Payments

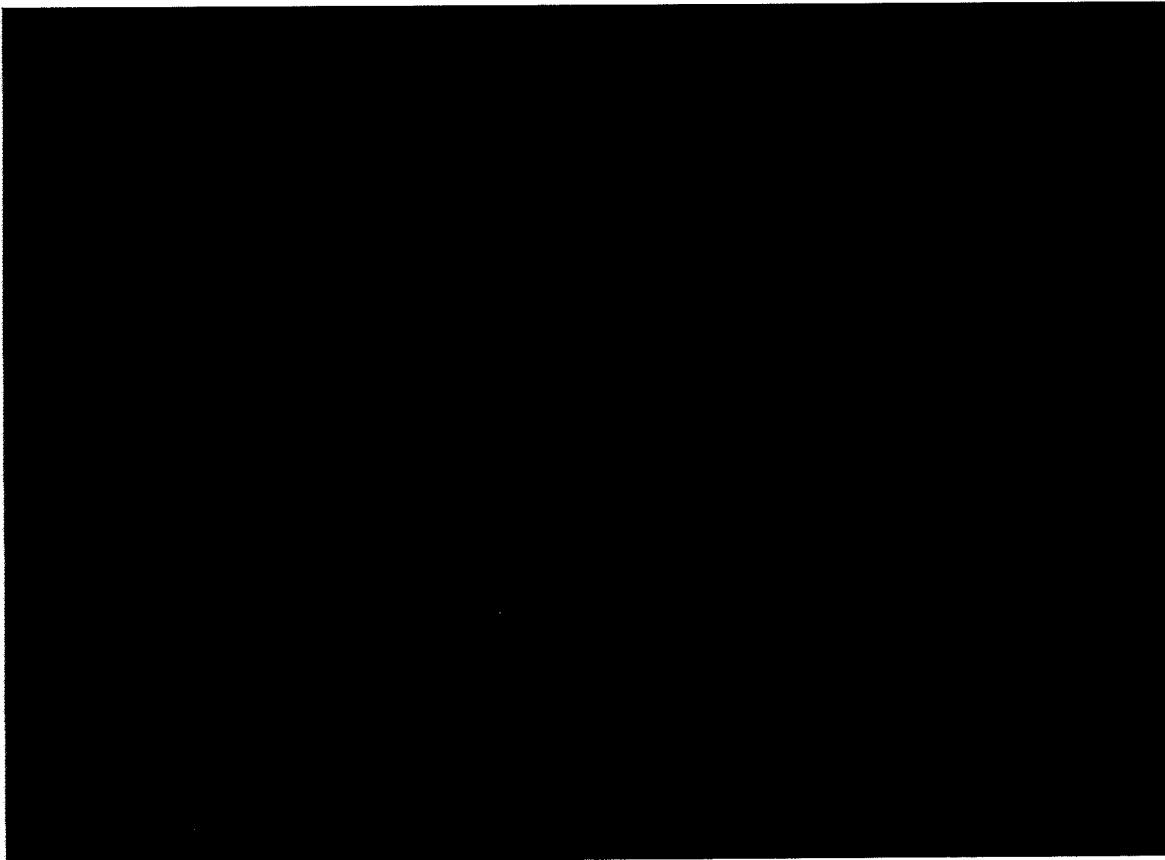
4.9.1 Any amounts which remain unpaid after the date they are due to UFRF under this Section 4, Section 7, Section 2, or any other section of this agreement shall accrue at the rate of one and one-half percent interest (1.5%) per month. However, in no event shall this interest provision be construed as a grant of permission for any payment delays. Licensee shall also be responsible for repayment to UFRF of any attorney, collection agency, or other out-of-pocket UFRF expenses required to collect overdue payments due from this Section 4, Section 7, Section 2 or any other applicable section of this Agreement

4.9.2 Except as otherwise directed, all amounts owing to UFRF under this Agreement shall be paid in U.S. dollars to UFRF at the following address:

University of Florida Research Foundation, Inc.  
223 Grinter Hall  
PO Box 115500  
Gainesville, Florida 32611-5500  
Attention: Business Manager

All monies owing stated in currencies other than U.S. dollars shall be converted at the rate shown in the Federal Reserve Noon Valuation - Value of Foreign Currencies on the day preceding the payment due date.

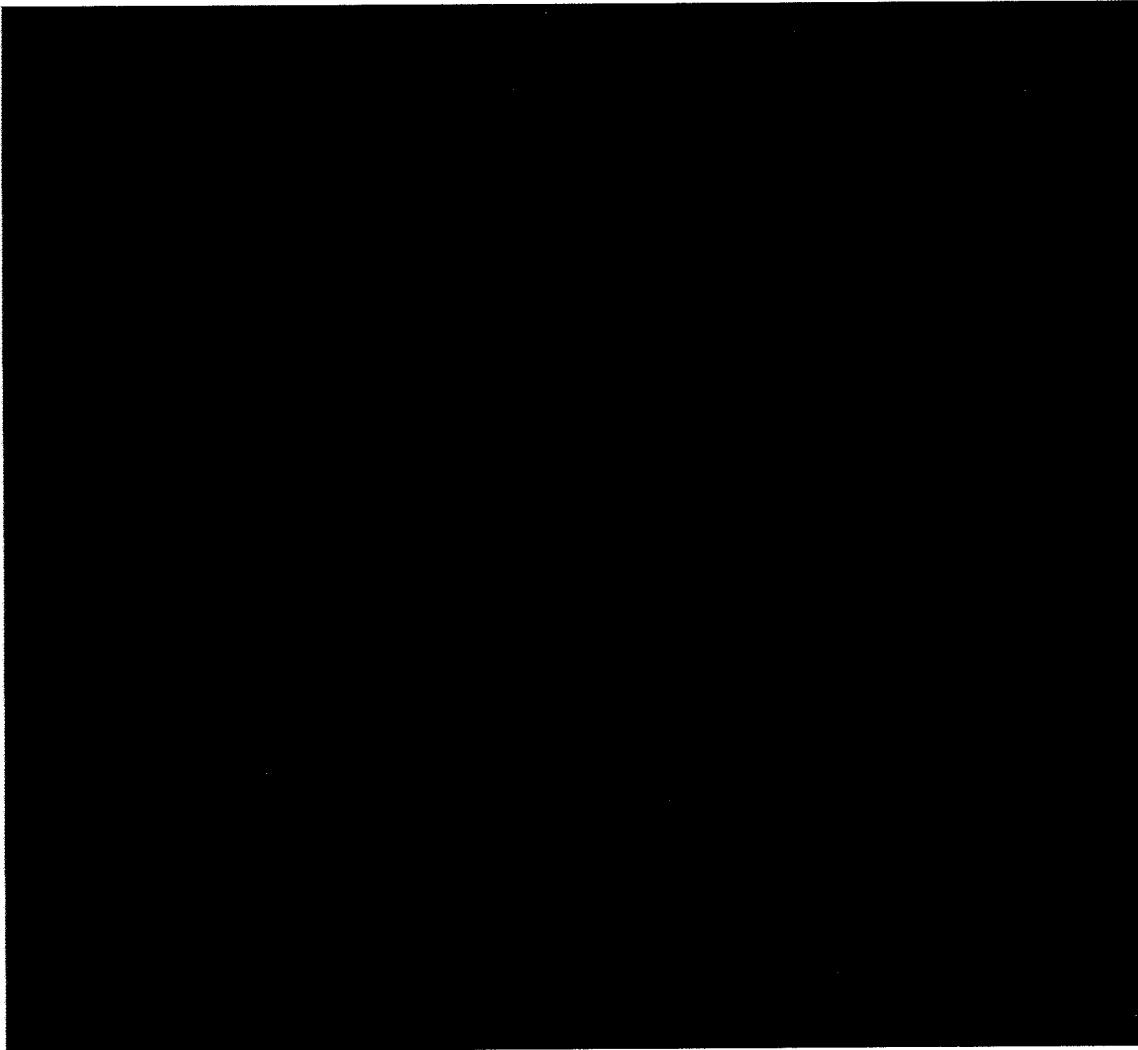
- 4.9.3 A certified full accounting statement showing how any amounts payable to UFRF under Section 4.4 have been calculated shall be submitted to UFRF on the date of each such payment. In addition to being certified, such accounting statements shall contain a written representation signed by an executive officer of Licensee that states that the statements are true, accurate, and fairly represent all amounts payable to UFRF pursuant to this Agreement. Such accounting shall be on a per-country and product line, model or trade name basis and shall be summarized on the form shown in Appendix C—UFRF Royalty Report of this Agreement.
- 4.9.4 In the event no payment is owed to UFRF because the amount of minimum royalties paid has not been exceeded or otherwise, an accounting demonstrating that fact shall be supplied to UFRF.
- 4.9.5 UFRF is exempt from paying income taxes under U.S. law. Therefore, all payments due under this Agreement shall be made without deduction for taxes, assessments, or other charges of any kind which may be imposed on UFRF by any government outside of the United States or any political subdivision of such government with respect to any amounts payable to UFRF pursuant to this Agreement. All such taxes, assessments, or other charges shall be assumed by Licensee.

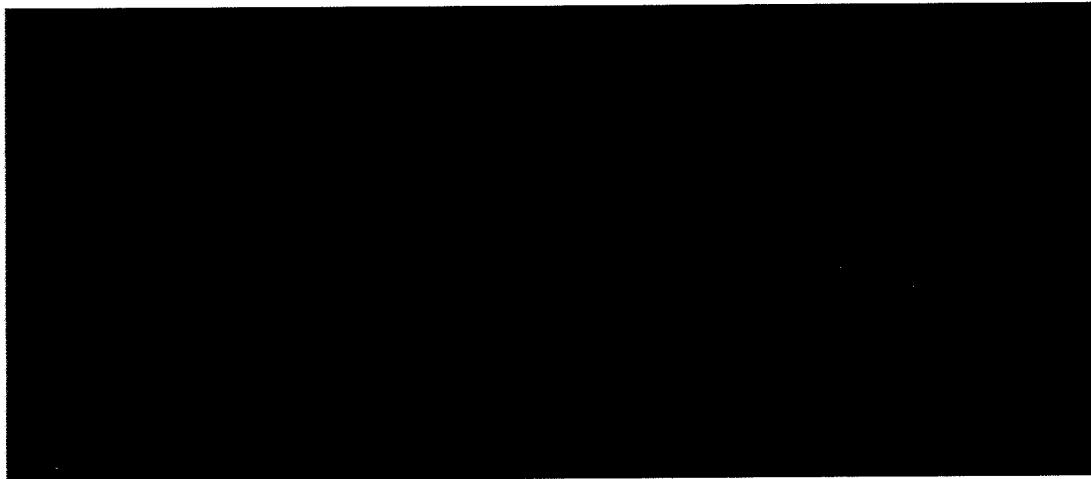


**Section 7: Patent Prosecution**

- 7.1 UFRF shall prosecute and maintain the Licensed Patents using counsel of its choice. UFRF shall provide Licensee with copies of all documents sent to and received from the United States Patent and Trademark Office and foreign patent offices relating to Licensed Patents. Licensee agrees to keep such information confidential.
- 7.2 Licensee shall pay to UFRF the sum of forty-eight thousand nine hundred twenty-eight dollars and forty cents (\$48,928.40 as of February 14, 2014), with the first installment payable within thirty (30) days of the Effective Date to reimburse any and all expenses associated with preparation, filing, prosecution, issuance, maintenance, defense, and reporting of the Licensed Patents incurred prior to the Effective Date. The installment payments shall be \$2,000 per month with the balance if any, being paid in a lump sum when Company has received a minimum of \$1 million dollars (US \$1,000,000) in external equity funding. (NOTE: the above referenced dollar amount in this Section 7.2 is subject to

change, as all related patent prosecution expense invoices may not have been received from the law firm at the time of license terms negotiations.)

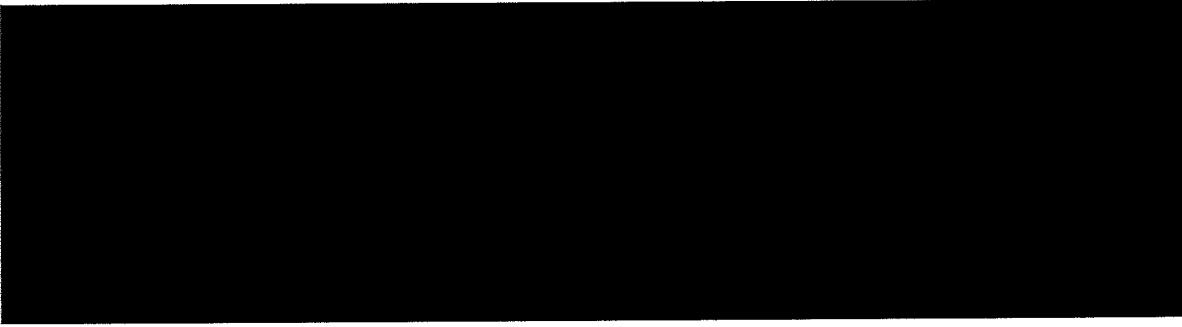
- 7.3 Licensee shall be responsible for and pay all costs and expenses incurred by UFRF related to the preparation, filing, prosecution (including interferences and oppositions), issuance, maintenance and reporting of the Licensed Patents subsequent to and separate of those expenses cited in Section 7.2 within thirty (30) days of receipt of an invoice from UFRF. It shall be the responsibility of Licensee to keep UFRF fully apprised of the "small entity" status of Licensee and all Sublicensees with respect to the U.S. patent laws and with respect to the patent laws of other countries, if applicable, and to inform UFRF of any changes in writing of such status, within thirty (30) days of any such change.
  - 7.4 In the case of foreign patent protection, if Licensee gives sixty (60) days notice that it intends to decline to reimburse UFRF for patent expenses for any Licensed Patent in any particular country and/or jurisdiction, then the license granted hereunder respecting such Licensed Patent shall terminate after such sixty (60) days in such country and/or jurisdiction.
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**Section 9: Term and Termination**

- 9.1 The term of this license shall begin on the Effective Date of this Agreement and continue until the date that no Licensed Patent remains an enforceable patent.
- 9.2 Licensee may terminate this Agreement at any time by giving at least sixty (60) days written notice of such termination to UFRF. Such a notice shall be accompanied by a statement of the reasons for termination.
- 9.3 UFRF may terminate this Agreement by giving Licensee at least thirty (30) days written notice of such termination if Licensee:
  - 9.3.1 is delinquent on any report, payment or required documents as specified in any other section of this Agreement
  - 9.3.2 is not diligently developing and commercializing Licensed Products and Licensed Processes
  - 9.3.3 is in breach of any provision
  - 9.3.4 provides any false report
  - 9.3.5 goes into bankruptcy, liquidation or proposes having a receiver control any assets
  - 9.3.6 violates any laws or regulations of applicable government entities; or
  - 9.3.7 shall cease to carry on its business pertaining to Licensed Patents
  - 9.3.8 ceases for more than two (2) calendar quarters to make payments of earned royalties under Section 4.4 once begun
  - 9.3.9 if Licensee or any of its Affiliates brings a Patent Challenge against UFRF, or assists others in bringing a Patent Challenge against UFRF (except as required under a court order or subpoena), then UFRF may immediately terminate this Agreement and/or the license granted hereunder. If a Sublicensee brings a Patent Challenge or assists another party in bringing a Patent Challenge (except as required under a court order or subpoena), then UFRF may send a written demand

to Licensee to terminate such sublicense. If Licensee fails to so terminate such sublicense within forty-five (45) days after UFRF's demand, UFRF may immediately terminate this Agreement and/or the license granted hereunder.

- 9.3.10 fails to provide UFRF with unredacted copies of the Change of Control documents within thirty (30) days of execution of the Change of Control documents.
  - 9.4 Termination under this Section 9.3 will take effect thirty (30) days after written notice by UFRF unless Licensee remedies the problem in that thirty (30) day period.
  - 9.5 UFRF may immediately terminate this Agreement upon the occurrence of the second separate default by Licensee within any consecutive three-year period for failure to pay any monies due under this Agreement when due.
  - 9.6 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. Licensee shall remain obligated to provide an accounting for and to pay royalties earned to the date of termination, and any minimum royalties shall be prorated as of the date of termination by the number of days elapsed in the applicable calendar year. Licensee may, however, after the effective date of such termination, sell all Licensed Products, and complete Licensed Products in the process of manufacture at the time of such termination and sell the same, provided that Licensee shall remain obligated to provide an accounting for and to pay running royalties thereon.
  - 9.7 Licensee shall be obligated to deliver to UFRF, within ninety (90) days of the date of termination of this agreement, complete and unredacted copies of all documentation prepared for or submitted for all regulatory approvals of Licensed Products or Licensed Processes.
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#### Section 11: Dispute Resolution Procedures

- 11.1 **Mandatory Procedures.** Before either party intends to file a lawsuit against the other with respect to any matter in connection with this Agreement, except with regard to any payments made or due under this Agreement, it shall first comply with the procedures set forth in this Section 11, other than for injunctive relief to enforce the provisions of this Section 11.
  - (a) When a party intends to invoke the procedures set forth in this Section 11, it shall provide written notice to the other party. Within thirty (30) days after the date of that notice, senior representatives of the parties shall engage in good faith negotiations at a mutually convenient location to resolve the dispute. In the case of UFRF, that

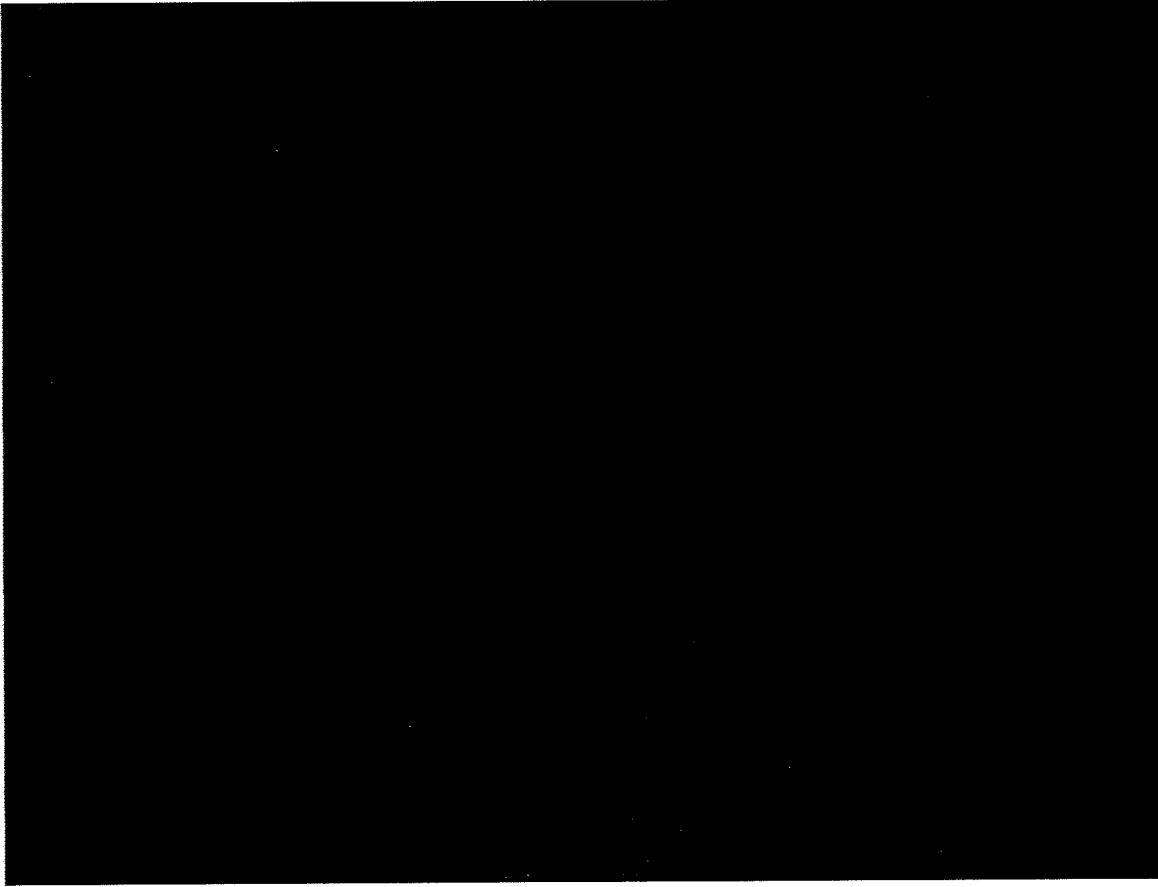
representative is the Director of Technology Licensing. In the case of License, that representative is the President.

(b) If the parties fail to meet within the time period set forth in Section 11(a) or if either party subsequently determines that negotiations between the representatives of the parties are at an impasse, the party declaring that the negotiations are at an impasse shall give notice to the other party stating with particularity the issues that remain in dispute.

(c) Not more than fifteen (15) days after the notice of issues, the President of UFRF and the Chief Executive Officer of the Licensee shall meet and engage in good faith negotiations at a mutually convenient location to resolve the dispute.

**11.2. Failure to Resolve Dispute**

If (a) any issue is not resolved at the meeting of the President and Chief Executive Officer within fifteen (15) days after they first meet or (b) there is a dispute regarding payments made or due under this Agreement, either party may file appropriate administrative or judicial proceedings with respect to the issue in dispute. The parties agree to consider in good faith any proposals to address issues through alternative dispute resolution.



**Section 14: Miscellaneous**

- 14.1 This Agreement shall be construed in accordance with the internal laws of the State of Florida.
- 14.2 The parties hereto are independent contractors and not joint venturers or partners.
- 14.3 Licensee shall ensure that it applies patent markings that meet all requirements of U.S. law, 35 U.S.C. §287, with respect to all Licensed Products subject to this Agreement.
- 14.4 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, shall vary or modify the written terms of this Agreement. Neither party shall claim any amendment, modification, or release from any provisions of this Agreement by mutual agreement, acknowledgement, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.
- 14.5 Licensee shall not encumber or otherwise grant a security interest in any of the rights granted hereunder to any third party.
- 14.6 Licensee acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and the Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of such items may require a license from the cognizant agency of the U.S. Government or written assurances by Licensee that it shall not export such items to certain foreign countries and/or foreign persons without proper approval of such agency. UFRF neither represents that a license is or is not required or that, if required, it shall be issued.
- 14.7 Licensee is responsible for any and all wire/bank fees associated with payments due to UFRF pursuant to this agreement.
- 14.8 Survival

The provisions of this Section shall survive the termination of this Agreement. Upon termination of the Agreement for any reason, the following sections of the License Agreement will remain in force as non-cancelable obligations:

- Section 6: Record Keeping
- Section 9: Requirement to pay royalties on sale of Licensed Products made, and in process, at the time of License Agreement termination
- Section 12: Product Liability; Conduct of Business
- Section 13: Use of Names
- Section 18: Confidentiality
- Appendix E: Equity or Operating or equivalent Agreement

**Section 15: Notices**

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given

- if sent by facsimile transmission, when receipt thereof is acknowledged at the facsimile number of the recipient as set forth below, or
- the second day following the day on which the notice has been delivered prepaid to a courier service, or
- five (5) business days following deposit in the U.S. mail if sent certified mail, (return receipt acknowledgement is not required to certify delivery).

15.1 If to the University of Florida Research Foundation, Inc.:

President  
University of Florida Research Foundation, Inc.  
204 Tigert Hall  
University of Florida  
Post Office Box 113100  
Gainesville, FL 32611-0001  
Facsimile Number: 352-846-0505

with a copy to:

Office of Technology Licensing  
University of Florida  
Attn: Director  
747 SW 2<sup>nd</sup> Avenue  
Post Office Box 115575  
Gainesville, Florida 32611-5575  
Facsimile Number: 352-392-6600

15.2 If to Licensee:

Cool Flow Dynamics, Inc.  
Attn: President  
4457 Sandpine Lane  
Sarasota, Florida 34241  
Email address: kaluw@coolflowdynamics.com

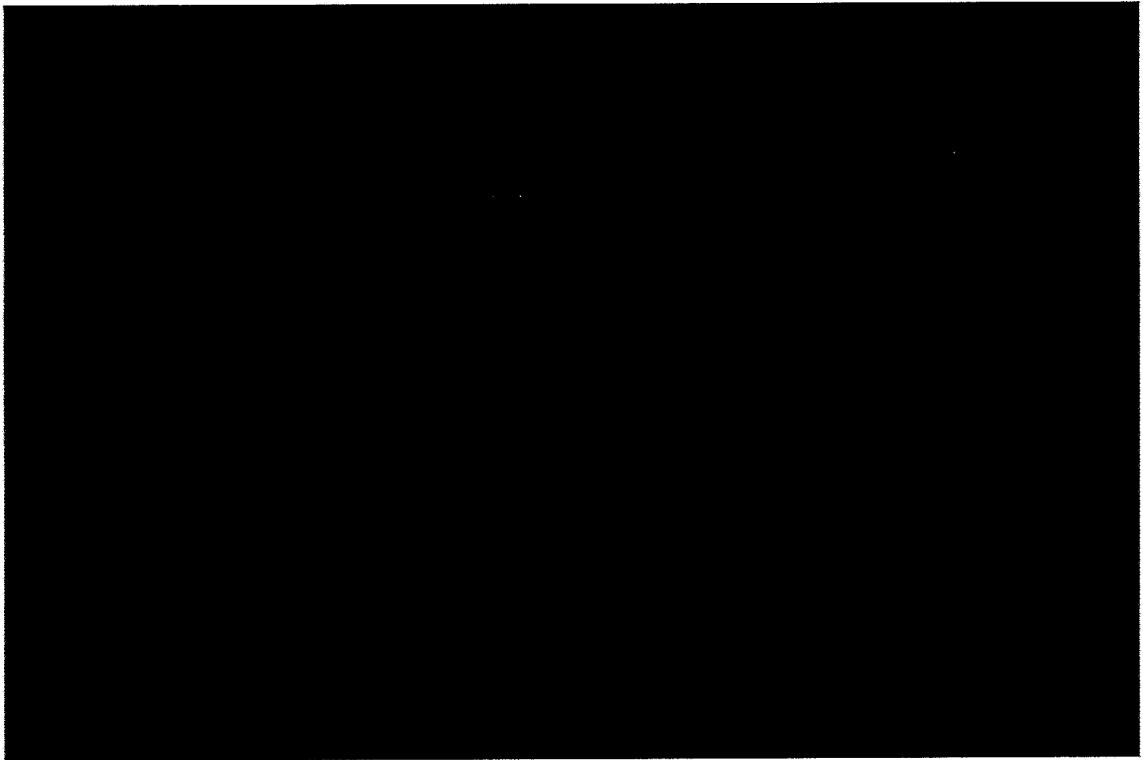
**Section 16: Contract Formation and Authority**

The submission of this Agreement does not constitute an offer, and this document shall become effective and binding only upon the execution by duly authorized representatives of both Licensee and UFRF. Copies of this Agreement that have not been executed and delivered by both UFRF and Licensee shall not serve as a memorandum or other writing evidencing an agreement between the parties. UFRF may terminate this Agreement without the requirement of any notice from UFRF to Licensee, if UFRF does not receive the License Issue Fee or certificates representing shares issued to UFRF pursuant to this Agreement, as applicable, within thirty (30) days of the Effective Date.

16.1 UFRF and Licensee hereby warrant and represent that the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.

#### 16.2 Force Majeure

No default, delay, or failure to perform on the part of Licensee 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, hurricane, flood, 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.



#### Section 18: Confidentiality

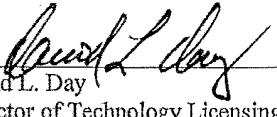
- 18.1 Each Party shall maintain all information of the other Party which is treated by such other Party as proprietary or confidential (referred to herein as "Confidential Information") in confidence, and shall not disclose, divulge or otherwise communicate such confidential information to others, or use it for any purpose, except pursuant to, and in order to carry out, the terms and objectives of this Agreement, and each party hereby agrees to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of such confidential information by any of its Affiliates, directors, officers, employees, consultants, subcontractors, Sublicensees or agents. The parties agree to keep the terms of this Agreement confidential, provided that each party may disclose this Agreement to their authorized agents and investors who are bound by similar confidentiality provisions. Notwithstanding the foregoing, Confidential Information of a party shall not include information which: (a) was lawfully known by the receiving party prior to disclosure of such information by the disclosing party to the receiving party; (b) was or becomes

generally available in the public domain, without the fault of the receiving party; (c) is subsequently disclosed to the receiving party by a third party having a lawful right to make such disclosure; (d) is required by law, rule, regulation or legal process to be disclosed, provided that the receiving party making such disclosure shall take all reasonable steps to restrict and maintain to the extent possible confidentiality of such disclosure and shall provide reasonable notice to the other party to allow such party the opportunity to oppose the required disclosure; or (e) has been independently developed by employees or others on behalf of the receiving party without access to or use of disclosing party's information as demonstrated by written record. Each party's obligations under this Section 18 shall extend for a period of five (5) years from termination or expiration of this Agreement.

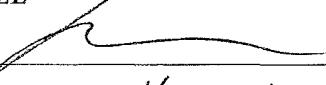


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.

By:  Date: 3/5/14, 2  
David L. Day  
Director of Technology Licensing

LICENSEE

By:  Date: 2/18/14, 2  
Name and Office: Kaitlyn Wattanage CEO

**Schedule 1 -- Patents and Patent Applications**

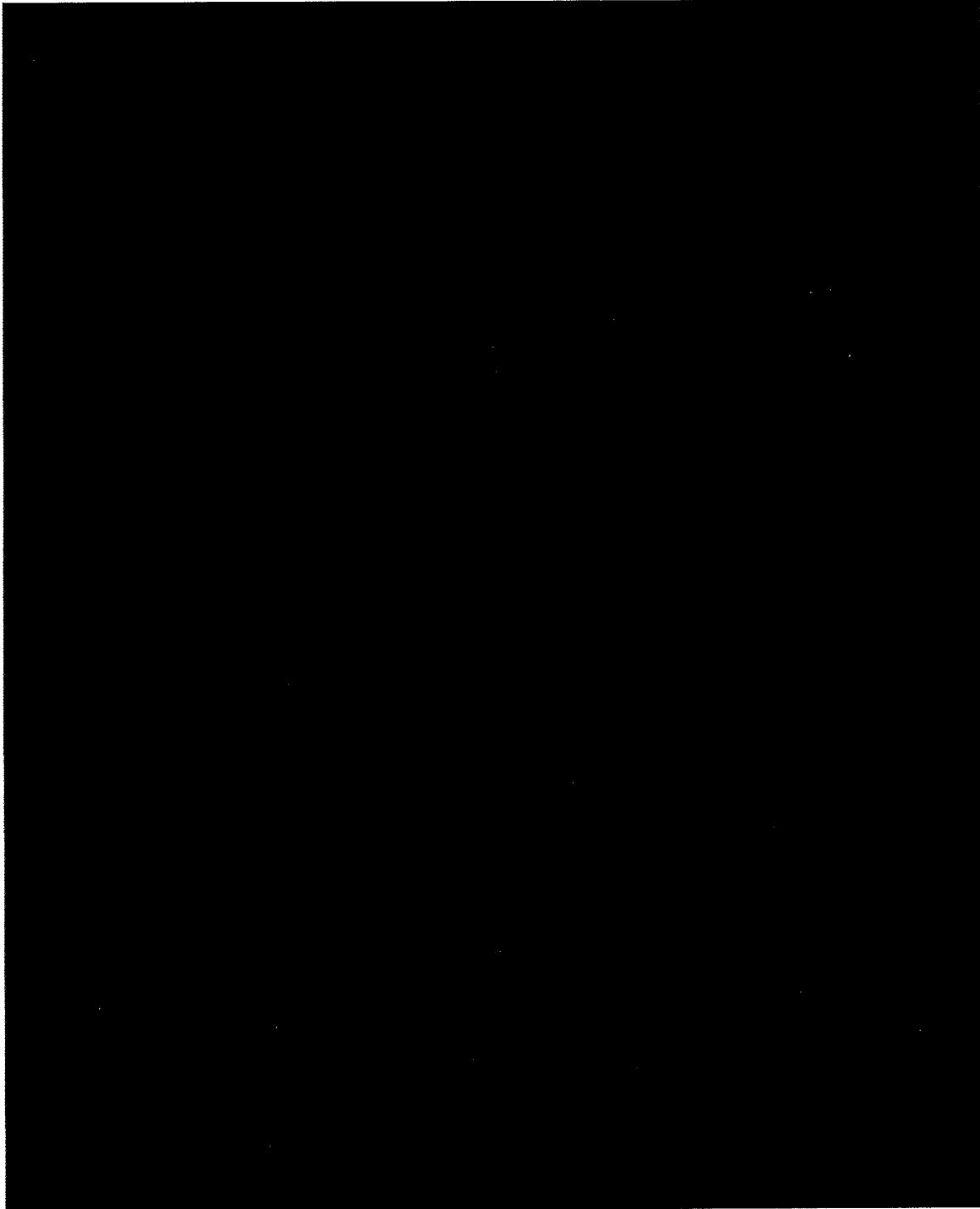
U.S. Published Patent Application No. 13/702,294 entitled "*Dielectric Barrier Discharge Wind Tunnel*", filed on December 5, 2012 invented by Subrata Roy (UF#-13400 for Reference)

U.S. Published Patent Application No. 13/702,286, entitled "*Plasma Induced Fluid Mixing*" invented by Subrata Roy filed on December 5, 2012 (UF#-13394 for Reference)

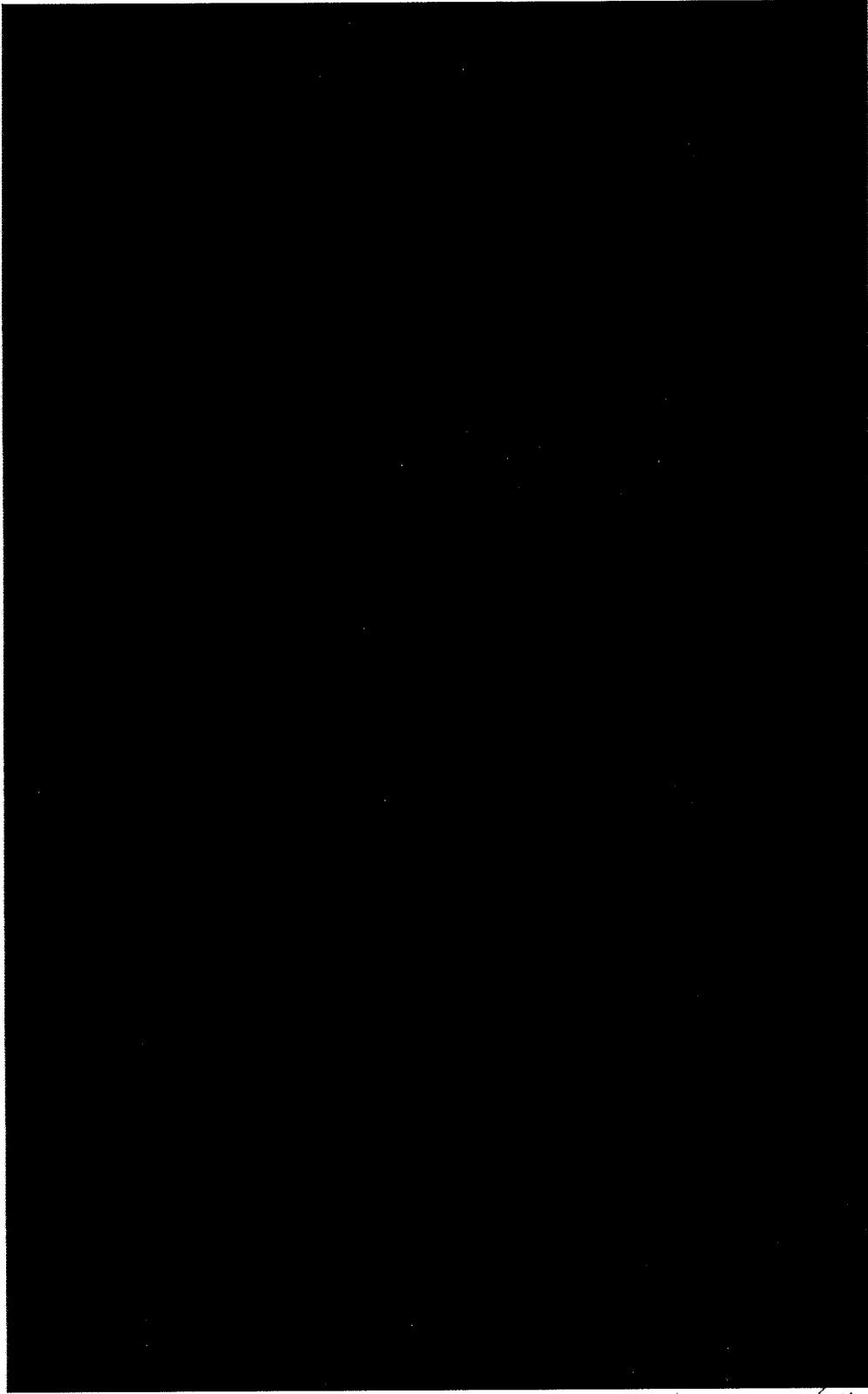
U.S. Patent No. 8,235,072, entitled "*Method and Apparatus for MultibARRIER Plasma Actuated High Performance Flow Control*" invented by Subrata Roy and filed on (UF#-12382 for Reference)

A12817

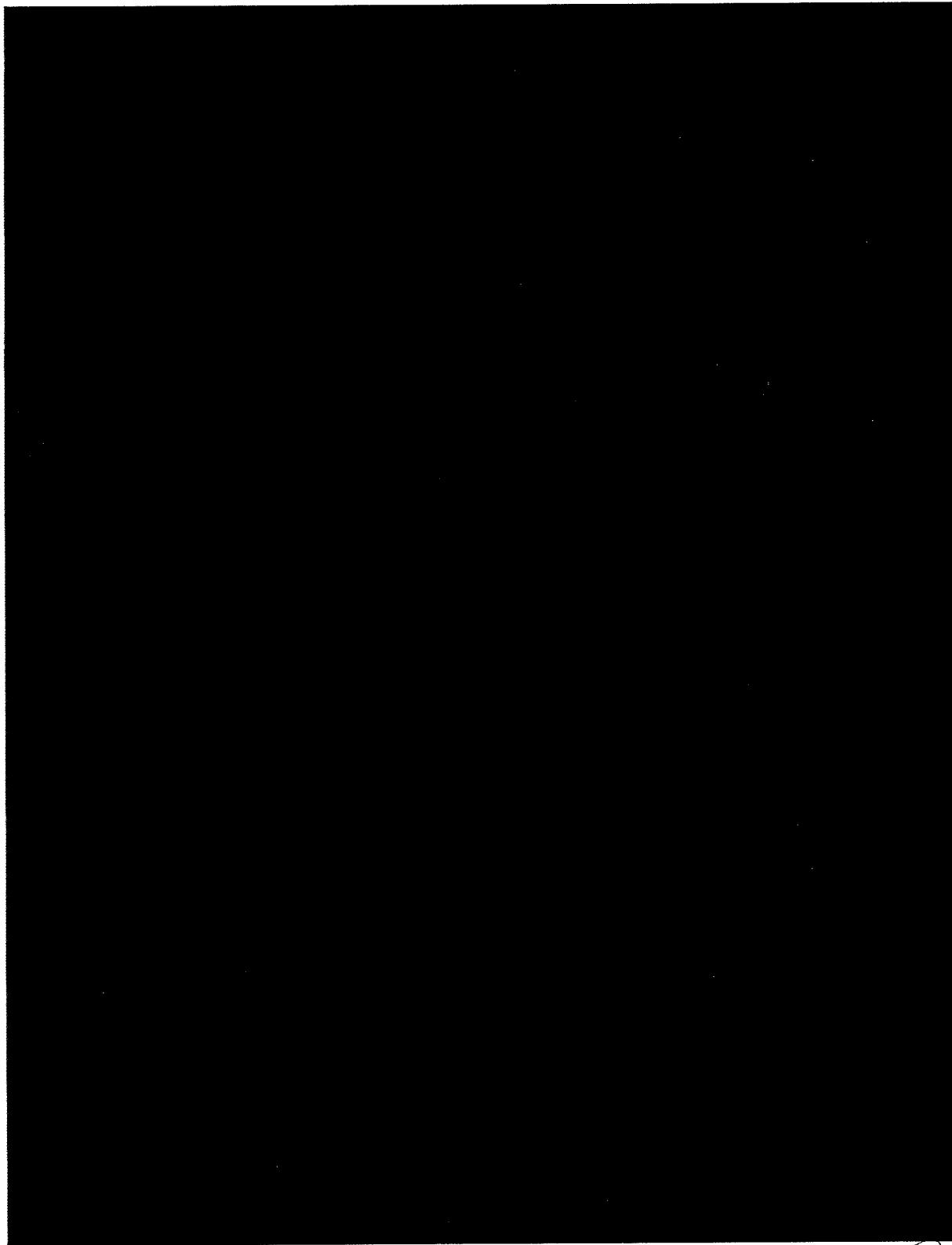
Appendix A - Development Plan



A12817



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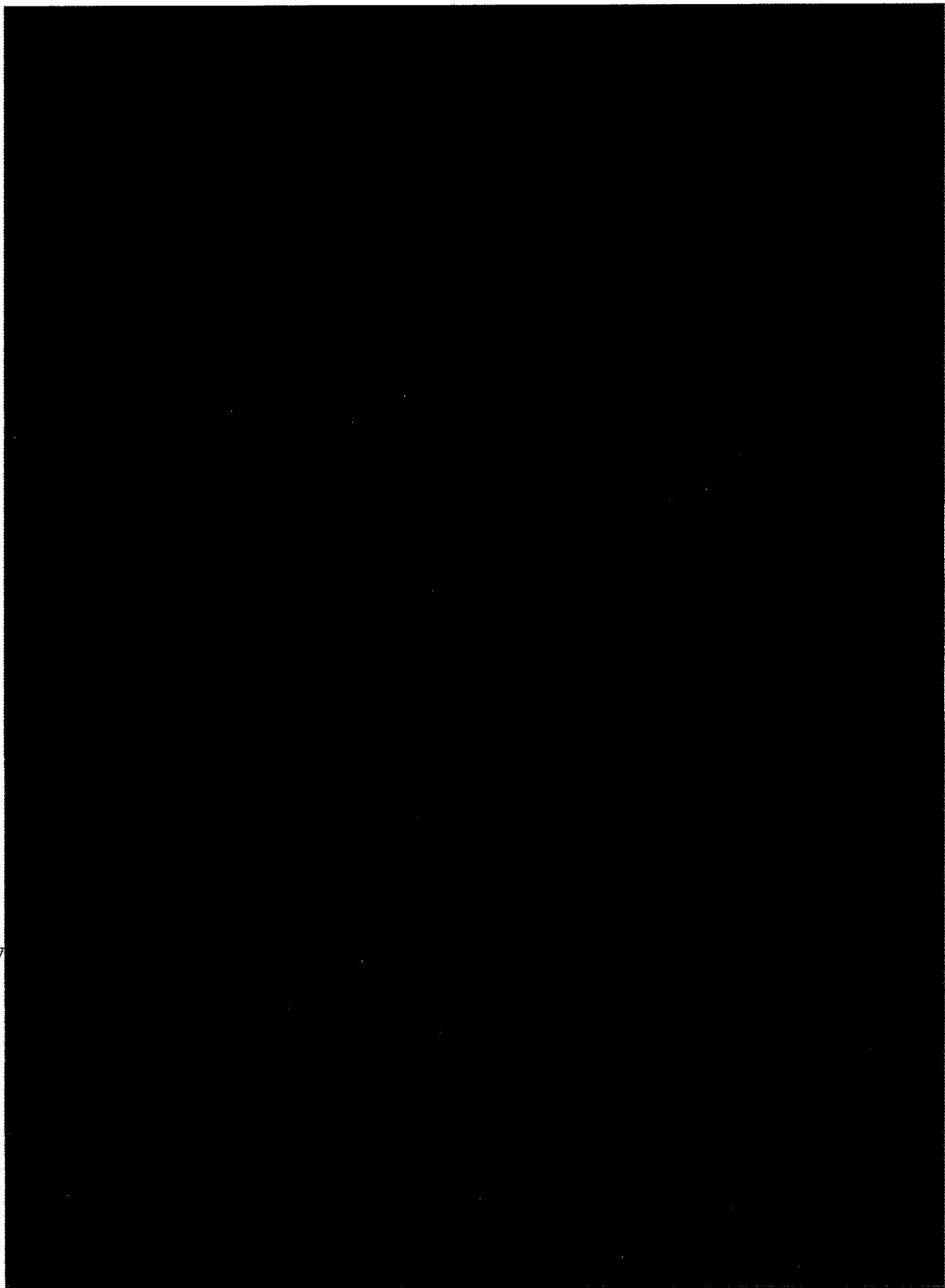


Page 22 of 27

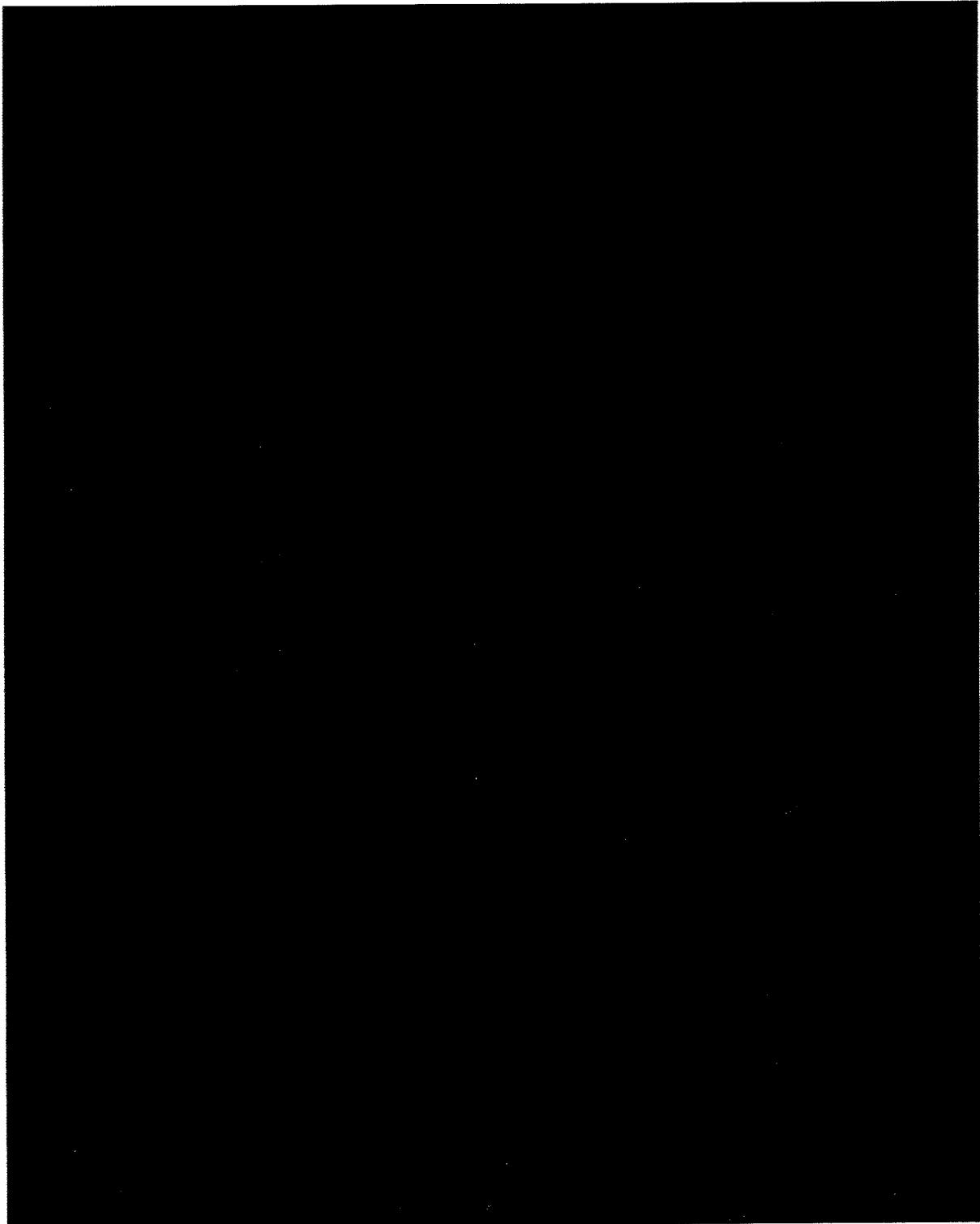
**Exhibit A**

  
UFRF

A12817



A12817



**Appendix B - Development Report**

When appropriate, indicate estimated start date and finish date for activities.

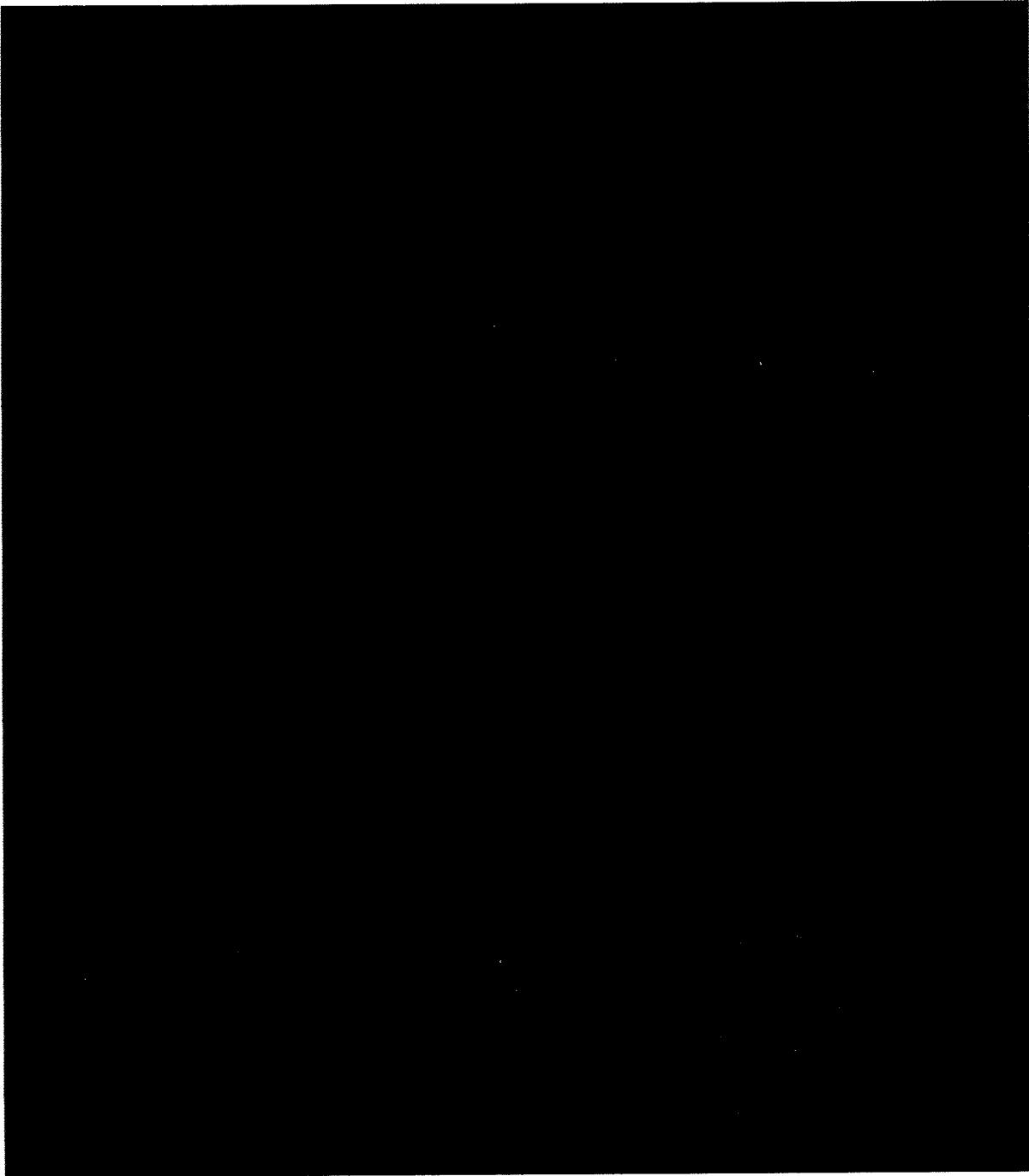
- I. Date Development Plan Initiated and Time Period Covered by this Report.
- II. Development Report (4-8 paragraphs).
  - A. Activities completed since last report including the object and parameters of the development, when initiated, when completed and the results.
  - B. Activities currently under investigation, i.e., ongoing activities including object and parameters of such activities, when initiated, and projected date of completion.
- III. Future Development Activities (4-8 paragraphs).
  - A. Activities to be undertaken before next report including, but not limited to, the type and object of any studies conducted and their projected starting and completion dates.
  - B. Estimated total development time remaining before a product will be commercialized.
  - C. One year before commencement of manufacturing or commercial production, Licensee will include in the Development Report specifics of planned manufacturing or production.
- IV. Changes to Initial Development Plan (2-4 paragraphs).
  - A. Reasons for change.
  - B. Variables that may cause additional changes.
- V. Items to be Provided if Applicable:
  - A. Information relating to Licensed Products or Licensed Processes that has become publically available, e.g., published articles, competing products, patents, etc.
  - B. Development work being performed by third parties, other than Licensee, to include name of third party, reasons for use of third party, planned future uses of third parties including reasons why and type of work.
  - C. Update of competitive information trends in industry, government compliance (if applicable) and market plan.
  - D. Information and copies of relevant materials evidencing the status of any patent applications or other protection relating to Licensed Products, or Licensed Processes or the Licensed Patents.
  - E. One year before commencement of manufacturing or commercial production, Licensee will include in the Development Report specifics of planned manufacturing or production.

**PLEASE SEND DEVELOPMENT REPORTS TO:**

University of Florida Research Foundation, Inc.  
Attn: Director  
747 SW 2<sup>nd</sup> Avenue  
Post Office Box 115575  
Gainesville, Florida 32611-5575  
Facsimile Number: 352-392-6600

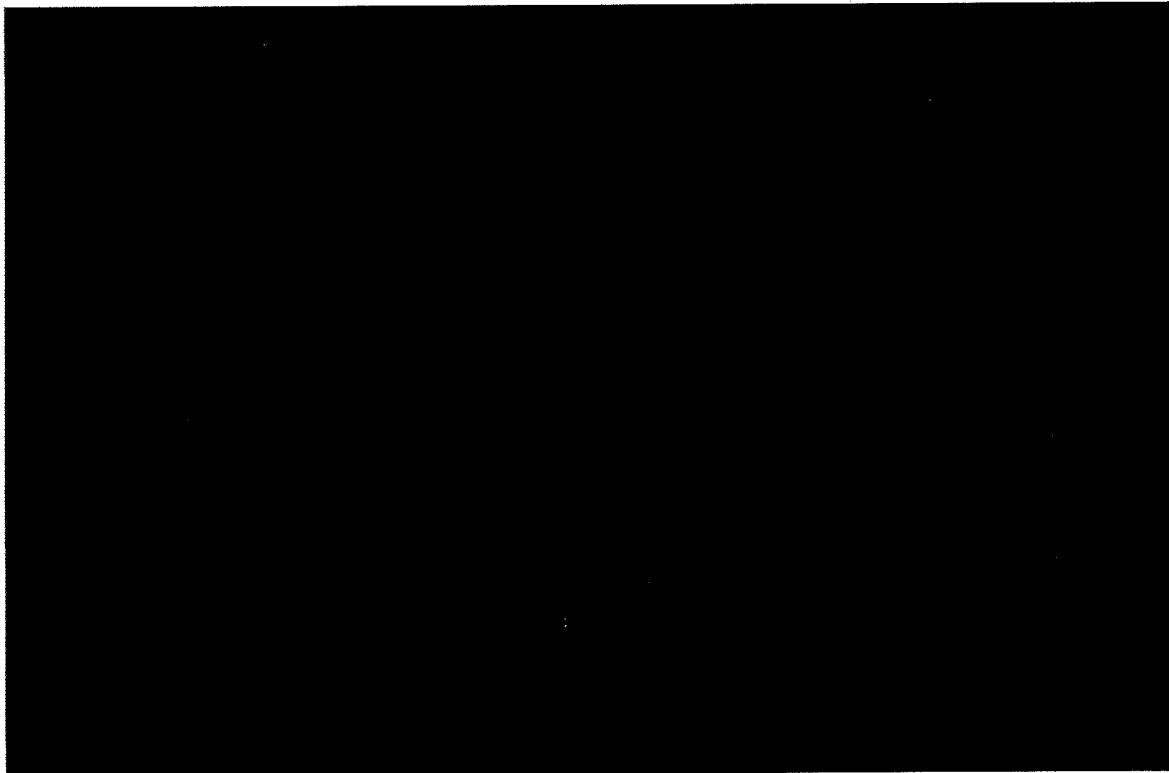
A12817

Appendix C - UFRF Royalty Report



A12817

Appendix D - Milestones



**FIRST AMENDMENT TO  
LICENSE AGREEMENT NO. A12817**

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 "UFRF"), and Cool Flow Dynamics, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 4457 Sandpine Lane, Sarasota, FL, 34241, (hereinafter referred to as "Licensee") entered into a License Agreement effective March 5, 2014 (hereinafter "License Agreement");

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

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

1. The following sections of the license agreement shall be re-written to read as follows:

Section 1.1.1 the patent(s)/patent application(s) identified on Schedule 1 attached hereto;

Section 1.1.2 any and all United States and foreign patent applications claiming priority to any of the patent(s) and patent application(s) identified in Schedule 1, and

Section 1.1.3 any and all patents issuing from the patent applications identified in Section 1.1.1 and 1.1.2, including, but not limited to, letters patents, patents of addition, divisionals, reissues, re-examination, extensions, restorations, and supplementary protection certificates;

All to the extent owned or controlled by UFRF.

Section 1.10 "Licensed Field" shall be limited to the fields of Open Air Refrigeration and Aerodynamic Solutions for the Commercial Trucking Industry.

Section 4.5 Minimum Royalty

4.5.1 Licensee agrees to pay UFRF minimum royalty payments for Agreements A12817 and A13553 in the aggregate, as follows:

Payment	Year
\$ 5,000	2016
\$ 48,000	2017
\$100,000	2018
\$200,000	2019
\$400,000	2020 and every year thereafter for the life of this Agreement.

The minimum royalty shall be paid in advance on a quarterly basis on March 31, June 30, September 30, and December 31 for the following quarters, for each year in which this Agreement is in effect. The First minimum royalty payment shall be due on December 31, 2016 and shall

be in the amount of \$5,000. Any minimum royalty paid in a calendar year will be credited against the earned royalties for that calendar year. It is understood that the minimum royalties will be applied to earned royalties on a calendar year basis, and that sales of Licensed Products and/or Licensed Processes requiring the payment of earned royalties made during a prior or subsequent calendar year shall have no effect on the annual minimum royalty due UFRF for other than the same calendar year in which the royalties were earned.

#### Section 4.6 Milestone Payments

Licensee agrees to pay UFRF milestone payments for Agreements A12817 and A13553 in the aggregate within thirty (30) days of the first achievement of such milestone, as follows:

<u>Milestone</u>	<u>Payment</u>
Secure Contract with Major Retailer	\$10,000
First Commercial Sale	\$25,000

#### Section 4.8 Change of Control Fee

Licensee shall pay to UFRF a fee of the greater *value of the UFRF stock or 1% of the cash value of the transaction* in the event of any Change of Control (Change of Control fee) per each of the Licensed Fields, Open Air Refrigeration and Aerodynamic Solutions for the Commercial Trucking, for Agreements A12817 and A13553. The Change of Control fee shall be payable upon any Change of Control, irrespective of whether Licensee is maintained as an affiliate or subsidiary of the new controlling entity, or is dissolved or absorbed into the new controlling entity.

2. All other provisions of the License 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: 7/2/14

COOL FLOW DYNAMICS, INC.

By: Kahoru "Kalu" Watanabe  
Name: Kahoru "Kalu" Watanabe  
Title: CEO  
Date: 7/2/14

**Schedule 1 – Patents and Patent Applications**

U.S. Published Patent Application No. 13/702,294 entitled “*Dielectric Barrier Discharge Wind Tunnel*”, filed on December 5, 2012 invented by Subrata Roy (UF#-13400 for reference)

U.S. Published Patent Application No. 13/702,286, entitled “*Plasma Induced Fluid Mixing*” invented by Subrata Roy filed on December 5, 2012 (UF#-13394 for reference)

U.S. Patent No. 8,235,072, entitled “*Method and Apparatus for Multibarrier Plasma Actuated High Performance Flow Control*” invented by Subrata Roy and filed on November 5, 2009 (UF#-12382 for reference)

U.S. Provisional Application to be filed entitled “*Energy Efficient Open Refrigeration System*”, invented by Subrata Roy (UF#-15086 for reference)

**SECOND AMENDMENT TO  
LICENSE AGREEMENT NO. A12817**

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 "UFRF"), and Cool Flow Dynamics, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 4457 Sandpine Lane, Sarasota, FL, 34241, (hereinafter referred to as "Licensee") entered into a License Agreement effective March 5, 2014 (hereinafter "License Agreement");

WHEREAS, the parties amended the License Agreement by a First Amendment on July 2, 2014;

WHEREAS, the parties now wish to further amend the License Agreement by this Second Amendment;

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

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

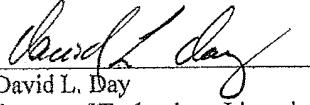
The 'WHEREAS' clause in the License Agreement is replaced with the following language to clarify ownership:

WHEREAS, UFRF and Licensee are co-owners of certain inventions that are described in the "Licensed Patents" defined below, and UFRF is willing to grant a license to Licensee of UFRF's rights under any one or all of the Licensed Patents and Licensee desires a license under all of them.

Schedule 1 is also amended to clarify ownership of the patent rights per the attached.

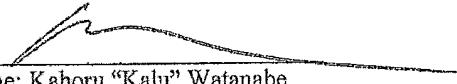
2. Section 1.10 "Licensed Field" shall be limited to the fields of Open Air Refrigeration and Aerodynamic Solutions for the Commercial Trucking and Auto Industry.
3. All other provisions of the License Agreement shall remain in full force and effect and unmodified by this Amendment.
4. This amendment shall be effective December 4, 2014 and shall be referred to as the Second Amendment.

UNIVERSITY OF FLORIDA  
RESEARCH FOUNDATION, INC.

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

Date: 12/23/14

COOL FLOW DYNAMICS, INC.

By:   
Name: Kahoru "Kalu" Watanabe  
Title: CEO

Date: 12/22/17

Amended Schedule 1 – Patents and Patent Applications

U.S. Published Patent Application No. 13/702,294 entitled "Dielectric Barrier Discharge Wind Tunnel", filed on December 5, 2012 invented by Subrata Roy (UF#-13400 for Reference)

U.S. Published Patent Application No. 13/702,286, entitled "Plasma Induced Fluid Mixing" invented by Subrata Roy filed on December 5, 2012 (UF#-13394 for Reference)

U.S. Patent No. 8,235,072, entitled "Method and Apparatus for Multibarrier Plasma Actuated High Performance Flow Control" invented by Subrata Roy and filed on (UF#-12382 for Reference)

PCT Patent Application No. PCT/US2014/049411, entitled "Method and Apparatus for Improving the Efficiency of Open Refrigeration Units Using Synthetic Jet Actuators" filed on August 1, 2014, invented by Subrata Roy and Kahoru Watanabe (UF#-15086 for reference)

**THIRD AMENDMENT TO  
LICENSE AGREEMENT NO. A12817**

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 Cool Flow Dynamics, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 4457 Sandpine Lane, Sarasota, FL 34241, (hereinafter referred to as "Licensee") entered into a License Agreement effective March 5, 2014 (hereinafter "License Agreement");

WHEREAS, the parties amended the License Agreement by a First Amendment on July 2, 2014;

WHEREAS, the parties further amended the License Agreement by a Second Amendment on December 23, 2014;

WHEREAS, the parties now wish to further amend the License Agreement by this Third Amendment.

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

The following sections of the license agreement shall be re-written to read as follows:

1. Section 1.1.1 the patent(s)/patent application(s) identified on Amended Schedule I attached hereto;

Section 1.1.2 any and all United States and foreign patent applications claiming priority to any of the patent(s) and patent application(s) identified in Schedule I, and

Section 1.1.3 any and all patents issuing from the patent applications identified in Section 1.1.1 and 1.1.2, including, but not limited to, letters patents, patents of addition, divisionals, reissues, re-examination, extensions, restorations, and supplementary protection certificates;

All to the extent owned or controlled by UFRF.

2. Section 1.10 - "Licensed Field" shall be limited to the Applications and uses directly related to the reduction of aerodynamic drag of ground based transportation.

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

4. This amendment shall be effective July 8, 2015 and shall be referred to as the Third Amendment.

UNIVERSITY OF FLORIDA  
RESEARCH FOUNDATION, INC.

By: David L. Day  
Name: David L. Day  
Title: Director of Technology Licensing  
Date: 7/14/15

COOL FLOW DYNAMICS, INC.

By:   
Name: Kahoru "Kalu" Watanabe  
Title: CEO  
Date: 7/13/15

Amended Schedule 1 – Patents and Patent Applications

U.S. Published Patent Application No. 13/702,286, entitled "*Plasma Induced Fluid Mixing*"  
invented by Subrata Roy filed on December 5, 2012 (UF#-13394 for reference)

U.S. Patent No. 8,235,072, entitled "*Method and Apparatus for Multibarrier Plasma Actuated High Performance Flow Control*" invented by Subrata Roy and filed on November 5, 2009  
(UF#-12382 for reference)

**FOURTH AMENDMENT TO LICENSE AGREEMENT NO. A12817**  
**(“The Payment Plan Amendment of July 14, 2015”)**

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 “UFRF”), and Cool Flow Dynamics, Inc. , a corporation duly organized under the laws of the State of FL, and having its principal office at 4457 Sandpine Lane, Sarasota, FL, 34241, (hereinafter referred to as “Licensee”) entered into a License Agreement effective March 5, 2014 (hereinafter “License Agreement”);

WHEREAS, the parties amended the License Agreement by a First Amendment on July 2, 2014;

WHEREAS, the parties amended the License Agreement by a Second Amendment on December 4, 2014;

WHEREAS, the parties amended the License Agreement by a Third Amendment on July 8, 2015;

WHEREAS, the parties now wish to further amend the License Agreement by this Fourth Amendment;

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

1. At the time of the writing of this Fourth Amendment, Licensee owed a total of \$19,497.50 for patent expenses on License Agreements A12817 and A13553. Licensee shall pay this amount as follows:
  - a. \$500 per month beginning September 1, 2015 and each month thereafter for six months. This payment to be applied to both License Agreements A12817 and A13553.
  - b. Beginning March 1, 2016, Licensee will pay \$2,000 per month until the total amounts owing for both Agreements are satisfied. This payment to be applied to both License Agreements A12817 and A13553.
  - c. Interest on all past due amounts will continue to accrue.
  - d. The past due amounts include the \$2,000 license maintenance fee which was originally due 4/4/15 on License Agreement No. A12817.
  - e. Licensee will pay all ongoing patent costs within 30 days of receipt of an invoice.
  - f. If Licensee receives a successful round of financing of \$300,000 or more, then UFRF will be compensated in full for all amounts owing under this payment plan within thirty (30) days of receipt of the funding.

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

3. This amendment shall be effective July 14, 2015 and shall be referred to as the Fourth Amendment.

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

By: David L. Day  
Name: David L. Day  
Title: Director of Technology Licensing  
Date: 9/14/15

**COOL FLOW DYNAMICS, INC.**

By: Kahoru "Kalu" Watanabe  
Name: Kahoru "Kalu" Watanabe  
Title: CEO  
Date: 9/14/15

## Aged Receivables - All Revenue

Printed Date: 08/21/2015  
Settlement Date: 08/21/2015

<u>Agreement</u>	<u>Invoice No.</u>	<u>Current</u>	<u>Past Due</u>			<u>Total</u>
			<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	
<b>A13553:Method and Apparatus for Providing</b>						
Cool Flow Dynamics, Inc.	36101	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36100	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
Cool Flow Dynamics, Inc.	38577	\$0.00	\$0.00	\$22.50	\$0.00	\$22.50
Cool Flow Dynamics, Inc.	36103	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36104	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	38498	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Cool Flow Dynamics, Inc.	36115	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00
Cool Flow Dynamics, Inc.	36114	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36111	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36110	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36109	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36108	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36107	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36106	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36105	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	<b>Subtotal:</b>	<b>\$4,070.00</b>	<b>\$525.00</b>	<b>\$522.50</b>	<b>\$0.00</b>	<b>\$1,000.00</b>
<b>A12817:Multibarrier Plasma Actuators for High</b>						
Cool Flow Dynamics, Inc.	38115	\$0.00	\$0.00	\$0.00	\$60.00	\$60.00
Cool Flow Dynamics, Inc.	35172	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Cool Flow Dynamics, Inc.	38010	\$0.00	\$0.00	\$0.00	\$30.00	\$30.00
Cool Flow Dynamics, Inc.	35171	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Cool Flow Dynamics, Inc.	37434	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Cool Flow Dynamics, Inc.	38420	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
Cool Flow Dynamics, Inc.	35173	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	38571	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
Cool Flow Dynamics, Inc.	35174	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	38698	\$0.00	\$150.00	\$0.00	\$0.00	\$150.00
Cool Flow Dynamics, Inc.	35175	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	38226	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Cool Flow Dynamics, Inc.	35183	\$928.40	\$0.00	\$0.00	\$0.00	\$928.40
Cool Flow Dynamics, Inc.	35182	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35181	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35180	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00

## Exhibit A

## Aged Receivables - All Revenue

Printed Date: 08/21/2015  
Settlement Date: 08/21/2015

Agreement	Invoice No.	Current		Past Due		Total
		0-30	31-60	61-90	90+	
Cool Flow Dynamics, Inc.	35179	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35178	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35177	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35176	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$14,928.40	\$7,150.00	\$2,120.00	\$2,090.00	\$32,378.40
	Grand Totals:	\$18,998.40	\$7,675.00	\$2,642.50	\$2,090.00	\$38,495.90
					\$18,998.40	\$38,495.90
					\$19,497.50	\$38,495.90

Exhibit A

## **FIFTH AMENDMENT TO LICENSE AGREEMENT NO. A12817**

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 "UFRF"), and Cool Flow Dynamics, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 4457 Sandpine Lane, Sarasota, FL, 34241, (hereinafter referred to as "Licensee") entered into a License Agreement effective March 5, 2014 (hereinafter "License Agreement");

WHEREAS, the parties amended the License Agreement by a First Amendment on July 2, 2014;

WHEREAS, the parties amended the License Agreement by a Second Amendment on December 4, 2014;

WHEREAS, the parties amended the License Agreement by a Third Amendment on July 8, 2015;

WHEREAS, the parties amended the License Agreement by a Fourth Amendment on July 14, 2015;

WHEREAS, the parties now wish to further amend the License Agreement by this Fifth Amendment;

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

The following Sections of the License Agreement shall be rewritten to read as follows:

### **4.2 Annual License Maintenance Fee**

Licensee to pay annual license maintenance fee each year on the anniversary of the Effective Date of the license agreement according to the following table. 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.

<b>Year</b>	<b>Amount</b>
Year 1 (2015)	\$ 2,000 (part of Payment Plan per Fourth Amendment)
Year 2 (2016)	Zero
Year 3 (2017)	\$ 2,000
Year 4 (2018)	\$ 5,000
Year 5 (2019 forward)	\$10,000 and every year thereafter until first commercial sale

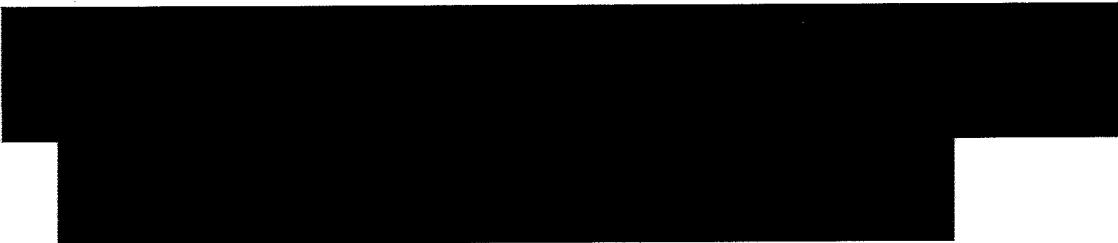
#### 4.5 Minimum Royalty

4.5.1 Licensee agrees to pay UFRF minimum royalty payments as follows:

<b>Payment</b>	<b>Year</b>
\$ 5,000	2017
\$ 48,000	2018
\$100,000	2019
\$200,000	2020
\$400,000	2021 and every year thereafter for the life of this Agreement.

The minimum royalty shall be paid in advance on a quarterly basis on March 31, June 30, September 30, and December 31 for the following quarters, for each year in which this Agreement is in effect. The First minimum royalty payment shall be due on December 31, 2016, and shall be in the amount of \$1,250. Any minimum royalty paid in a calendar year will be credited against the earned royalties for that calendar year. It is understood that the minimum royalties will be applied to earned royalties on a calendar year basis, and that sales of Licensed Products and/or Licensed Processes requiring the payment of earned royalties made during a prior or subsequent calendar year shall have no effect on the annual minimum royalty due UFRF for other than the same calendar year in which the royalties were earned.

Appendix D – Milestones is hereby amended to extend the following milestones:



[Redacted]

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

4. This amendment shall be effective January       , 2016 and shall be referred to as the Fourth Amendment.

UNIVERSITY OF FLORIDA  
RESEARCH FOUNDATION, INC.

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

Date: 2/1/16

COOL FLOW DYNAMICS, INC.

By: Kahoru Watanabe  
Name: Kahoru "Kalu" Watanabe  
Title: CEO

Date: 2/1/16

**STANDARD EXCLUSIVE LICENSE AGREEMENT**  
**WITH KNOW HOW**  
Agreement No: A13553

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This Agreement is made effective the 2nd day of July, 2014, (the "Effective Date") by and between the University of Florida Research Foundation, Inc. (hereinafter called "UFRF"), a nonstock, nonprofit Florida corporation, and Cool Flow Dynamics, Inc. (hereinafter called "Licensee"), a small entity corporation organized and existing under the laws of Delaware;

WHEREAS, UFRF owns certain inventions that are described in the "Licensed Patents" defined below, and UFRF is willing to grant a license to Licensee under any one or all of the Licensed Patents and Licensee desires a license under all of them;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties covenant and agree as follows:

**Section 1: Definitions**

1.1 "Licensed Patents" means all of the following UFRF intellectual property\

- 1.1.1 the patents(s)/patent applications(s) identified on Schedule 1 hereto;
- 1.1.2 any and all United States and foreign patent applications claiming priority to any of the patents(s) and patent applications identified in Schedule 1, and
- 1.1.3 any and all patents issuing from the patent applications identified in Section 1.1.1 and 1.1.2, including, but not limited to, letters patents, patents of addition, divisionals, reissues, re-examinations, extensions, restorations, and supplementary protection certificates;

all to the extent owned or controlled by UFRF.

**1.2 "Licensed Product" and "Licensed Process" means:**

- 1.2.1 In the case of a Licensed Product, any product or part thereof, on a country-by-country basis, that:
  - (a) is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents, in any country in which such product is made, used, imported, or sold; or
  - (b) is manufactured by 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 any country in which such process is used or in which any such product is used, imported, or sold; or
  - (c) incorporates, utilizes, or was developed utilizing, Know-How or which is manufactured using Know-How or using a process developed using Know-How.
- 1.2.2 In the case of a Licensed Process, any process, on a country-by-country basis:
  - (a) which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Licensed Patents in any country in which such process is practiced; or
  - (b) which incorporates, utilizes, or was developed utilizing Know-How.
- 1.3 "Net Sales" means the total dollar amount invoiced on sales of Licensed Product and/or Licensed Processes by Licensee and/or Sublicensee(s). Total amount invoiced may include only promotional discounts allowed in the amounts customary in the trade.
- 1.4 "Affiliate" means: (a) any person or entity which controls at least fifty percent (50%) of the equity or voting stock of the Licensee or (b) any person or entity fifty percent (50%) of whose equity or voting stock is owned or controlled by the Licensee or (c) any person or entity of which at least fifty percent (50%) of the equity or voting stock is owned or controlled by the same person or entity owning or controlling at least fifty percent (50 %) of Licensee or (d) any entity in which any officer or employee is also an officer or employee of Licensee or any person who is an officer or employee of Licensee.
- 1.5 "Patent Challenge" means a challenge to the validity, patentability, enforceability and/or non-infringement of any of the Licensed Patents or otherwise opposing any of the Licensed Patents.

- 1.6 "Sublicensed" means, directly or indirectly, to sublicense, grant any other right with respect to, or agree not to assert, any right licensed to Licensee under this Agreement.
- 1.7 "Sublicensee" means any third party to whom Licensee grants a Sublicense.
- 1.8 "Development Plan" means a written report summarizing the development activities that are to be undertaken by the Licensee to bring Licensed Products and/or Licensed Processes to the market. The Development Plan is attached as Appendix A.
- 1.9 "Development Report" means a written account of Licensee's progress under the Development Plan having at least the information specified on Appendix B to this Agreement, and shall be sent to the address specified on Appendix B.
- 1.10 "Licensed Field" shall be limited to the field of Aerodynamic Solutions for the Commercial Trucking Industry and Open Air Refrigeration.
- 1.11 "Licensed Territory" shall be limited to Worldwide
- 1.12 "Investigator" means Subrata Roy, [Insert name of PI] while employed by the University of Florida.
- 1.13 "Know-How" means unpatented technology and/or information that was developed by the Investigator, including without limitation methods, processes, techniques, compounds, cell lines, materials, sequences, drawings, indications, data, results of tests, results of studies, plans, and expertise, whether patentable or not, which relate specifically to the Licensed Patents and existing on the date hereof, only to the extent wholly owned and controlled by the UFRF, except that Know-How shall not include the Licensed Patents.
- 1.14 "Change of Control" shall mean
  - (a) any consolidation, merger, combination, reorganization or other transaction in which Licensee is not the surviving entity other than a transaction, the principal purpose of which is to effect a change in domicile or the form of entity of Licensee
  - (b) the shares of stock of Licensee constituting in excess of fifty percent (50%) of the voting power of Licensee are exchanged for or changed into other stock or securities, cash, and/or other property other than in the context of a financial transaction
  - (c) a sale or other disposition of all or substantially all of the assets of the Licensee, or the assignment of this Agreement to a third party pursuant to Section 10.

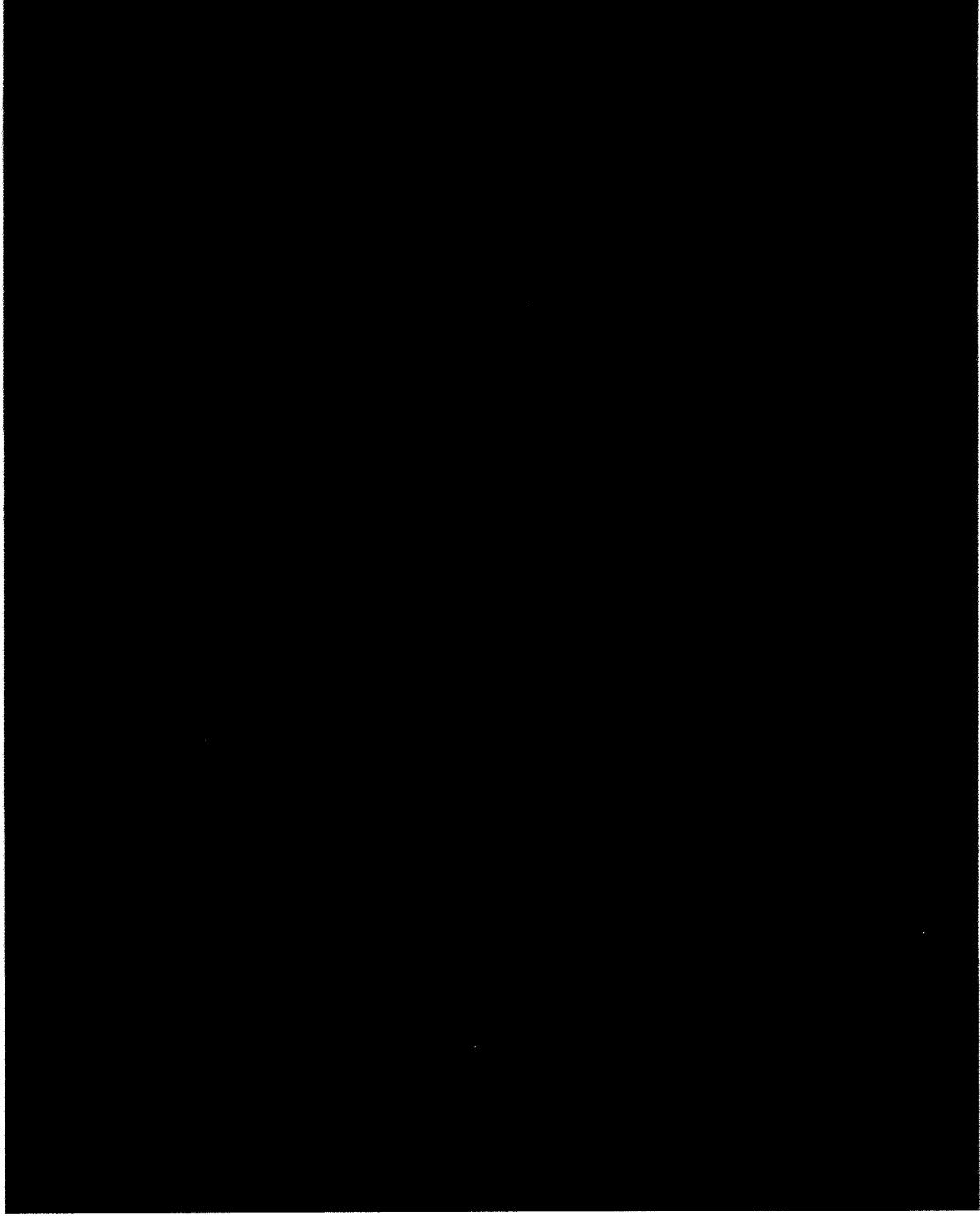
## **Section 2: Grant**

### **2.1 License**

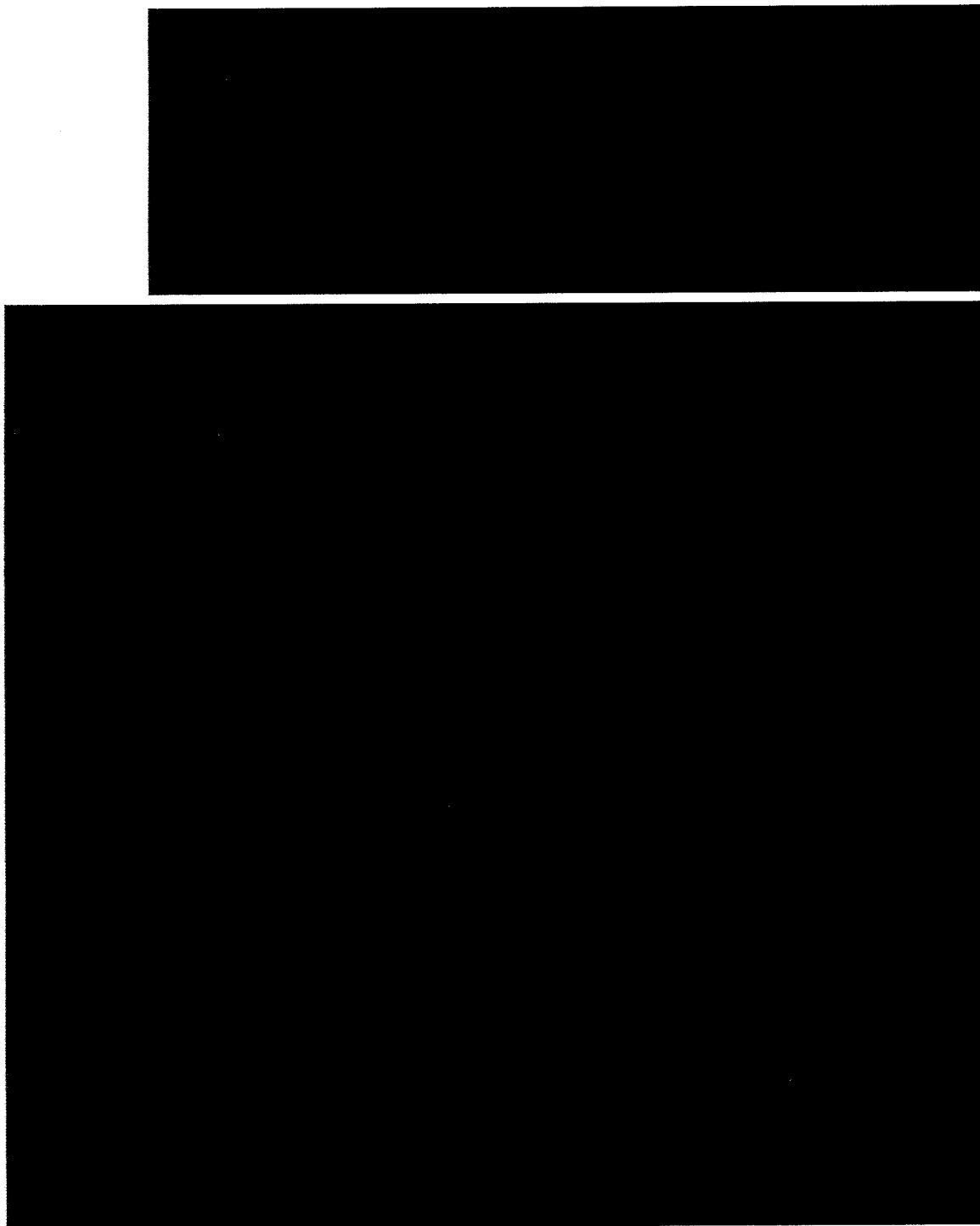
#### **2.1.1 License under Licensed Patents**

Subject to the terms of this agreement, UFRF hereby grants to Licensee a royalty-bearing, exclusive license, limited to the Licensed Field and the Licensed Territory, under the Licensed Patents and non-exclusive to Know-How to make, have made, develop, use, lease, import, export, offer to sell, sell and have sold Licensed Products and Licensed Processes. UFRF reserves to itself and the University of Florida the right under the Licensed Patents and Know-How to make, have made, develop, import and used Licensed Products and Licensed Processes solely for their internal research, clinical (including, but not limited to patient care at Shands Teaching Hospital and University of Florida patient care facilities), and educations

purposes. UFRF reserves the right to itself, to the University of Florida and to the Investigator to publish any aspect of the Know-How for academic and educational purposes. In addition, UFRF reserves to itself, as well as to the University of Florida and to all non-profit research institutions, the right to use materials that might be covered under Licensed Patents or Know-How solely for their internal research, educational, and clinical purposes and to meet all applicable government requirements governing the ability to transfer materials.



A13553



#### **Section 4: Payments**

##### **4.1 License Issue Fee**

Licensee agrees to pay to UFRF a non-refundable licensee issue fee of one thousand dollars (\$1,000), within thirty (30) days of the Effective Date.

##### **4.2 Annual License Maintenance Fee**

Licensee to pay annual license maintenance fee dollars each year on the anniversary of the Effective Date of the license agreement according to the following table. 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	\$ 1,000
Year 2	\$ 2,000
Year 3	\$ 3,000
Year 4	\$ 5,000
and every year thereafter until 1st commercial sale	

##### **4.2.1**

##### **4.3 Royalty**

Royalty on Licensed Patents: Licensee agrees to pay to UFRF as earned royalties a royalty calculated as a percentage of Net Sales. The royalty is deemed earned as of the earlier of the date the Licensed Product and/or Licensed Process is actually sold and paid for, the date an invoice is sent by Licensee or its Sublicensee(s), or the date a Licensed Product and/or Licensed Process is transferred to a third party for any promotional reasons. 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.

(iii) two and one-half percent (2.5%) for Net Sales of all other Licensed Products and Licensed Processes.

Royalties are payable for the longer of (a) the last to expire of the claims in the Licensed Patents and (b) ten (10) years from the first commercial sale of a Licensed Product or Licensed Process in each country in which the Licensed Product or Licensed Process is

sold. Royalties are payable based on the largest applicable rate calculated per this section and such royalties based on Licensed Patents and Know-How shall not be additive.

Amounts owing to UFRF under Sections 4.4 shall be paid on a quarterly basis after the amount of minimum royalties paid is exceeded, with such amounts due and received by UFRF on or before the thirtieth (30<sup>th</sup>) day following the end of the calendar quarter ending on March 31, June 30, September 30, or December 31 in which such amounts were earned.

#### 4.4 Minimum Royalty

4.4.1 Licensee agrees to pay UFRF minimum royalty payments for Agreements A12817 and A13553 in the aggregate, as follows:

Payment	Year
\$ 5,000	2016
\$ 48,000	2017
\$100,000	2018
\$200,000	2019
\$400,000	2020 and every year thereafter for the life of this Agreement.

The minimum royalty shall be paid in advance on a quarterly basis on March 31, June 30, September 30, and December 31 for the following quarters, for each year in which this Agreement is in effect. The First minimum royalty payment shall be due on June 30, 2017 and shall be in the amount of \$1,250. Any minimum royalty paid in a calendar year will be credited against the earned royalties for that calendar year. It is understood that the minimum royalties will be applied to earned royalties on a calendar year basis, and that sales of Licensed Products and/or Licensed Processes requiring the payment of earned royalties made during a prior or subsequent calendar year shall have no effect on the annual minimum royalty due UFRF for other than the same calendar year in which the royalties were earned.

#### 4.5 Milestone Payments

Licensee agrees to pay UFRF milestone payments for Agreements A12817 and A13553 in the aggregate within thirty (30) days of the first achievement of such milestone, as follows:

<u>Milestone</u>	<u>Payment</u>
Secure Contract with Major Retailer	\$10,000
First Commercial Sale	\$25,000

#### 4.6 Sublicense Fees

Licensee shall pay sublicense fees to UFRF per Section 2.2.2 of this agreement within thirty days (30) of the receipt of any such fees from Sublicensee.

#### 4.7 Change of Control Fee

Licensee shall pay to UFRF a fee of the greater value of the UFRF stock or 1% of the cash value of the transaction in the event of any Change of Control (Change of Control fee) per each of the Licensed Fields, Open Air Refrigeration, Aerodynamic Solutions for the

Commercial Trucking Industry for Agreements A12817 and A13553. The Change of Control fee shall be payable upon any Change of Control, irrespective of whether Licensee is maintained as an affiliate or subsidiary of the new controlling entity, or is dissolved or absorbed into the new controlling entity.

#### 4.8 Accounting for Payments

4.8.1 Any amounts which remain unpaid after the date they are due to UFRF under this Section 4, Section 7, Section 2, or any other section of this agreement shall accrue at the rate of one and one-half percent interest (1.5%) per month. However, in no event shall this interest provision be construed as a grant of permission for any payment delays. Licensee shall also be responsible for repayment to UFRF of any attorney, collection agency, or other out-of-pocket UFRF expenses required to collect overdue payments due from this Section 4, Section 7, Section 2 or any other applicable section of this Agreement

4.8.2 Except as otherwise directed, all amounts owing to UFRF under this Agreement shall be paid in U.S. dollars to UFRF at the following address:

University of Florida Research Foundation, Inc.  
223 Grinter Hall  
PO Box 115500  
Gainesville, Florida 32611-5500  
Attention: Business Manager

All monies owing stated in currencies other than U.S. dollars shall be converted at the rate shown in the Federal Reserve Noon Valuation - Value of Foreign Currencies on the day preceding the payment due date.

4.8.3 A certified full accounting statement showing how any amounts payable to UFRF under Section 4.4 have been calculated shall be submitted to UFRF on the date of each such payment. In addition to being certified, such accounting statements shall contain a written representation signed by an executive officer of Licensee that states that the statements are true, accurate, and fairly represent all amounts payable to UFRF pursuant to this Agreement. Such accounting shall be on a per-country and product line, model or trade name basis and shall be summarized on the form shown in Appendix C—UFRF Royalty Report of this Agreement.

4.8.4 In the event no payment is owed to UFRF because the amount of minimum royalties paid has not been exceeded or otherwise, an accounting demonstrating that fact shall be supplied to UFRF.

4.8.5 UFRF is exempt from paying income taxes under U.S. law. Therefore, all payments due under this Agreement shall be made without deduction for taxes, assessments, or other charges of any kind which may be imposed on UFRF by any government outside of the United States or any political subdivision of such government with respect to any amounts payable to UFRF pursuant to this Agreement. All such taxes, assessments, or other charges shall be assumed by Licensee.

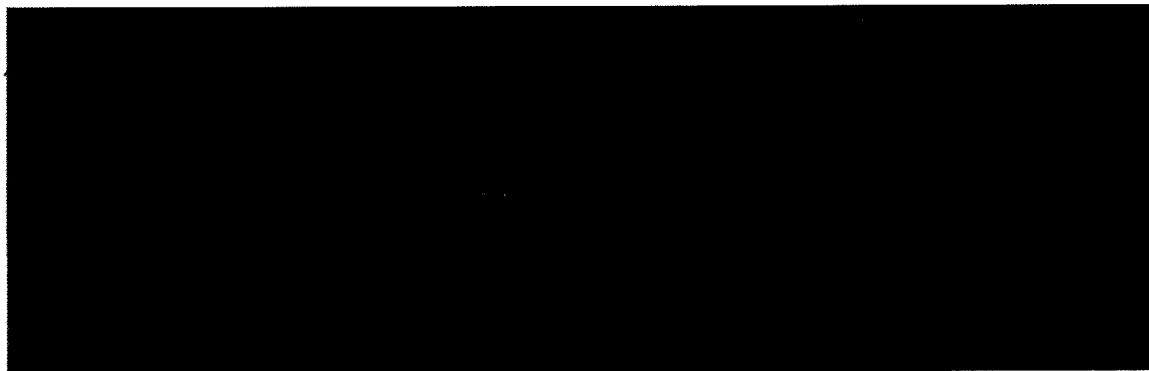
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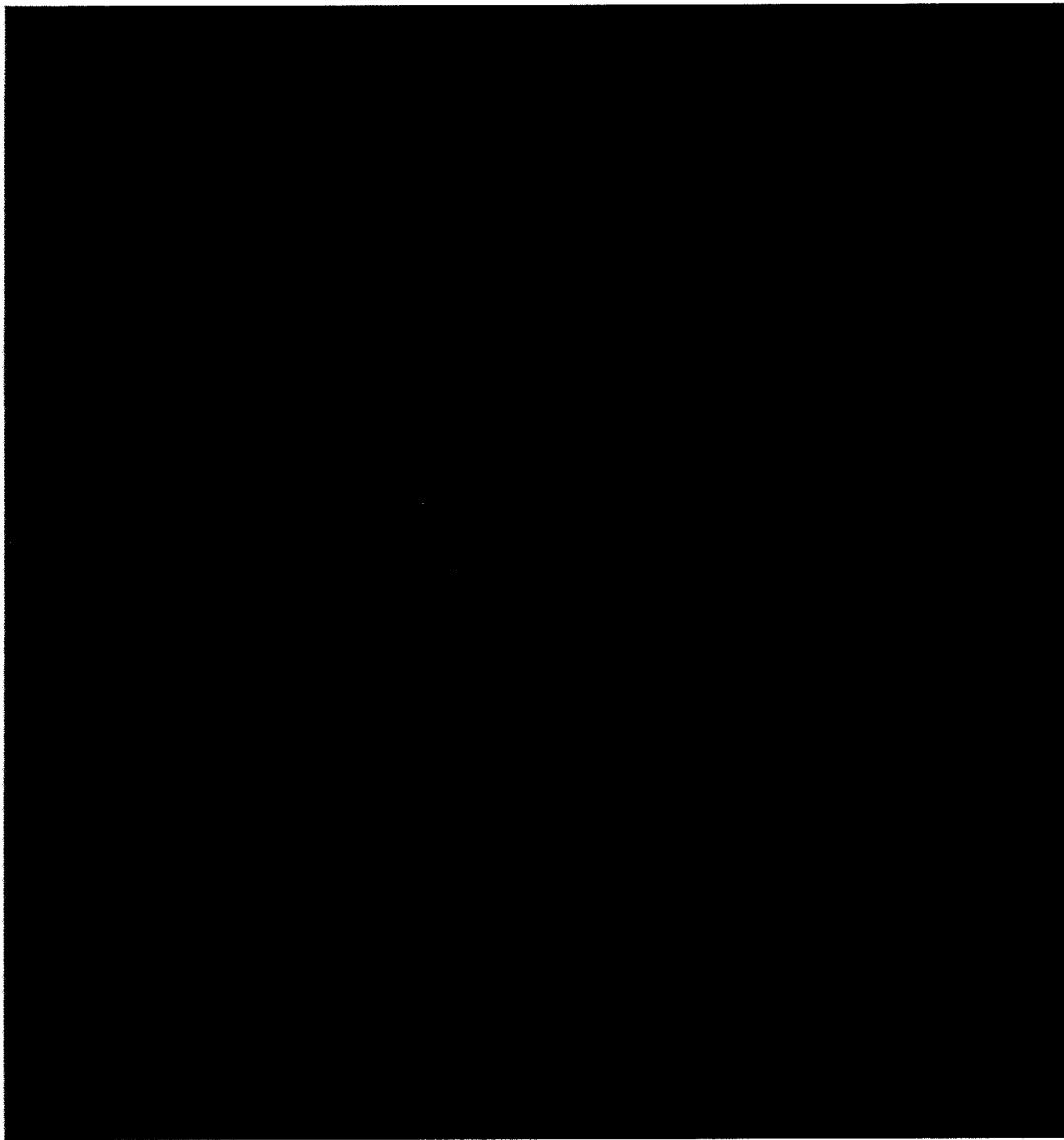


audit. Within ninety (90) days of the request, Licensee shall issue a complete self-audit of its books and records to verify the accuracy and completeness of the payments owed. Within thirty (30) days of the completion of the self-audit, Licensee shall submit to UFRF a report detailing the findings of the self-audit and the manner in which it was conducted in order to verify the accuracy and completeness of the payments owed. If Licensee has determined through its self-audit that there is any payment deficiency, Licensee shall pay UFRF the deficiency along with applicable interest under Section 4.8 with the submission of the self-audit report to UFRF.

#### **Section 7: Patent Prosecution**

- 7.1 UFRF shall prosecute and maintain the Licensed Patents using counsel of its choice. UFRF shall provide Licensee with copies of all documents sent to and received from the United States Patent and Trademark Office and foreign patent offices relating to Licensed Patents. Licensee agrees to keep such information confidential.
- 7.2 Licensee shall pay to UFRF the sum of Ten Thousand Five Hundred Seventy dollars (\$10,570.00) as of May 1, 2014, with the first installment payable within thirty (30) days of the Effective Date to reimburse any and all expenses associated with preparation, filing, prosecution, issuance, maintenance, defense, and reporting of the Licensed Patents incurred prior to the Effective Date. The installment payments shall be \$Five Hundred dollars (\$500) per month with the balance if any, being paid in a lump sum when Company has received a minimum of One million dollars (US \$1,000,000) in external equity funding. (NOTE: the above referenced dollar amount in this Section 7.2 is subject to change, as all related patent prosecution expense invoices may not have been received from the law firm at the time of license terms negotiations.)
- 7.3 Licensee shall be responsible for and pay all costs and expenses incurred by UFRF related to the preparation, filing, prosecution (including interferences and oppositions), issuance, maintenance and reporting of the Licensed Patents subsequent to and separate of those expenses cited in Section 7.2 within thirty (30) days of receipt of an invoice from UFRF. It shall be the responsibility of Licensee to keep UFRF fully apprised of the "small entity" status of Licensee and all Sublicensees with respect to the U.S. patent laws and with respect to the patent laws of other countries, if applicable, and to inform UFRF of any changes in writing of such status, within thirty (30) days of any such change.
- 7.4 In the case of foreign patent protection, if Licensee gives sixty (60) days notice that it intends to decline to reimburse UFRF for patent expenses for any Licensed Patent in any particular country and/or jurisdiction, then the license granted hereunder respecting such Licensed Patent shall terminate after such sixty (60) days in such country and/or jurisdiction.





**Section 9: Term and Termination**

- 9.1 The term of this license shall begin on the Effective Date of this Agreement and continue until the date that no Licensed Patent remains an enforceable patent.
- 9.2 Licensee may terminate this Agreement at any time by giving at least sixty (60) days written notice of such termination to UFRF. Such a notice shall be accompanied by a statement of the reasons for termination.
- 9.3 UFRF may terminate this Agreement by giving Licensee at least thirty (30) days written notice of such termination if Licensee:

- 9.3.1 is delinquent on any report, payment or required documents as specified in any other section of this Agreement
  - 9.3.2 is not diligently developing and commercializing Licensed Products and Licensed Processes
  - 9.3.3 is in breach of any provision
  - 9.3.4 provides any false report
  - 9.3.5 goes into bankruptcy, liquidation or proposes having a receiver control any assets
  - 9.3.6 violates any laws or regulations of applicable government entities; or
  - 9.3.7 shall cease to carry on its business pertaining to Licensed Patents
  - 9.3.8 ceases for more than two (2) calendar quarters to make payments of earned royalties under Section 4.4 once begun
  - 9.3.9 if Licensee or any of its Affiliates brings a Patent Challenge against UFRF, or assists others in bringing a Patent Challenge against UFRF (except as required under a court order or subpoena), then UFRF may immediately terminate this Agreement and/or the license granted hereunder. If a Sublicensee brings a Patent Challenge or assists another party in bringing a Patent Challenge (except as required under a court order or subpoena), then UFRF may send a written demand to Licensee to terminate such sublicense. If Licensee fails to so terminate such sublicense within forty-five (45) days after UFRF's demand, UFRF may immediately terminate this Agreement and/or the license granted hereunder.
  - 9.3.10 fails to provide UFRF with unredacted copies of the Change of Control documents within thirty (30) days of execution of the Change of Control documents.
- 9.4 Termination under this Section 9.3 will take effect thirty (30) days after written notice by UFRF unless Licensee remedies the problem in that thirty (30) day period.
- 9.5 UFRF may immediately terminate this Agreement upon the occurrence of the second separate default by Licensee within any consecutive three-year period for failure to pay any monies due under this Agreement when due.
- 9.6 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. Licensee shall remain obligated to provide an accounting for and to pay royalties earned to the date of termination, and any minimum royalties shall be prorated as of the date of termination by the number of days elapsed in the applicable calendar year. Licensee may, however, after the effective date of such termination, sell all Licensed Products, and complete Licensed Products in the process of manufacture at the time of such termination and sell the same, provided that Licensee shall remain obligated to provide an accounting for and to pay running royalties thereon.
- 9.7 Licensee shall be obligated to deliver to UFRF, within ninety (90) days of the date of termination of this agreement, complete and unredacted copies of all documentation prepared for or submitted for all regulatory approvals of Licensed Products or Licensed Processes.



**Section 11: Dispute Resolution Procedures**

11.1 **Mandatory Procedures.** Before either party intends to file a lawsuit against the other with respect to any matter in connection with this Agreement, except with regard to any payments made or due under this Agreement, it shall first comply with the procedures set forth in this Section 11, other than for injunctive relief to enforce the provisions of this Section 11.

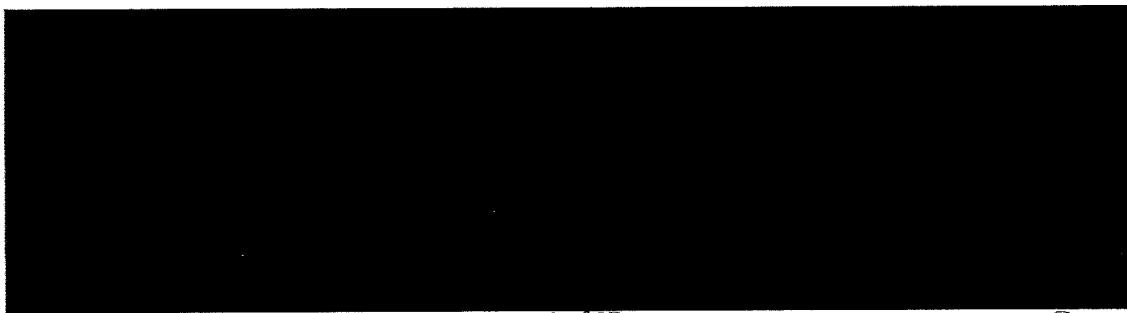
(a) When a party intends to invoke the procedures set forth in this Section 11, it shall provide written notice to the other party. Within thirty (30) days after the date of that notice, senior representatives of the parties shall engage in good faith negotiations at a mutually convenient location to resolve the dispute. In the case of UFRF, that representative is the Director of Technology Licensing. In the case of License, that representative is the President.

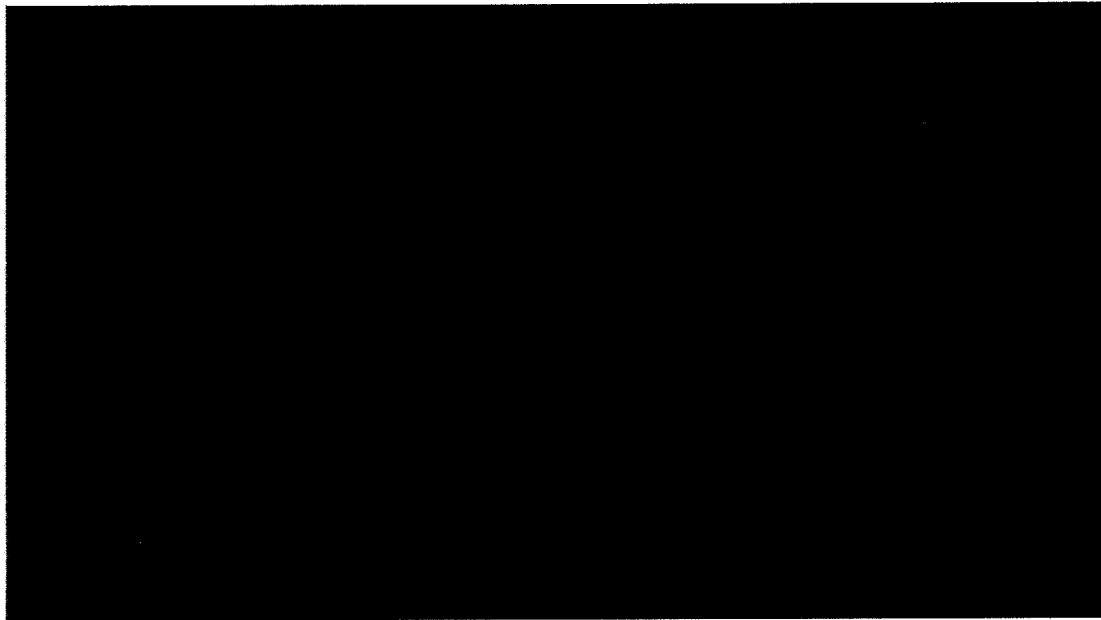
(b) If the parties fail to meet within the time period set forth in Section 11(a) or if either party subsequently determines that negotiations between the representatives of the parties are at an impasse, the party declaring that the negotiations are at an impasse shall give notice to the other party stating with particularity the issues that remain in dispute.

(c) Not more than fifteen (15) days after the notice of issues, the President of UFRF and the Chief Executive Officer of the Licensee shall meet and engage in good faith negotiations at a mutually convenient location to resolve the dispute.

11.2 **Failure to Resolve Dispute**

If (a) any issue is not resolved at the meeting of the President and Chief Executive Officer within fifteen (15) days after they first meet or (b) there is a dispute regarding payments made or due under this Agreement, either party may file appropriate administrative or judicial proceedings with respect to the issue in dispute. The parties agree to consider in good faith any proposals to address issues through alternative dispute resolution.





**Section 14: Miscellaneous**

- 14.1 This Agreement shall be construed in accordance with the internal laws of the State of Florida.
- 14.2 The parties hereto are independent contractors and not joint venturers or partners.
- 14.3 Licensee shall ensure that it applies patent markings that meet all requirements of U.S. law, 35 U.S.C. §287, with respect to all Licensed Products subject to this Agreement.
- 14.4 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, shall vary or modify the written terms of this Agreement. Neither party shall claim any amendment, modification, or release from any provisions of this Agreement by mutual agreement, acknowledgement, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.
- 14.5 Licensee shall not encumber or otherwise grant a security interest in any of the rights granted hereunder to any third party.
- 14.6 Licensee acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and the Arms Export

Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of such items may require a license from the cognizant agency of the U.S. Government or written assurances by Licensee that it shall not export such items to certain foreign countries and/or foreign persons without proper approval of such agency. UFRF neither represents that a license is or is not required or that, if required, it shall be issued.

- 14.7 Licensee is responsible for any and all wire/bank fees associated with payments due to UFRF pursuant to this agreement.

14.8 Survival

The provisions of this Section shall survive the termination of this Agreement. Upon termination of the Agreement for any reason, the following sections of the License Agreement will remain in force as non-cancelable obligations:

- Section 6: Record Keeping
- Section 9: Requirement to pay royalties on sale of Licensed Products made, and in process, at the time of License Agreement termination
- Section 12: Product Liability; Conduct of Business
- Section 13: Use of Names
- Section 18: Confidentiality
- Appendix E: Equity or Operating or equivalent Agreement

**Section 15: Notices**

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given

- if sent by facsimile transmission, when receipt thereof is acknowledged at the facsimile number of the recipient as set forth below, or
- the second day following the day on which the notice has been delivered prepaid to a courier service, or
- five (5) business days following deposit in the U.S. mail if sent certified mail, (return receipt acknowledgement is not required to certify delivery).

- 15.1 If to the University of Florida Research Foundation, Inc.:

President  
 University of Florida Research Foundation, Inc.  
 204 Tigert Hall  
 University of Florida  
 Post Office Box 113100  
 Gainesville, FL 32611-0001  
 Facsimile Number: 352-846-0505

with a copy to:

Office of Technology Licensing  
 University of Florida  
 Attn: Director  
 747 SW 2<sup>nd</sup> Avenue  
 Post Office Box 115575  
 Gainesville, Florida 32611-5575  
 Facsimile Number: 352-392-6600

15.2 If to Licensee:

Cool Flow Dynamics, Inc.  
Attn: President  
4457 Sandpine Lane  
Sarasota, Florida 34241  
Email address: kaluw@coolfloodynamics.com

**Section 16: Contract Formation and Authority**

The submission of this Agreement does not constitute an offer, and this document shall become effective and binding only upon the execution by duly authorized representatives of both Licensee and UFRF. Copies of this Agreement that have not been executed and delivered by both UFRF and Licensee shall not serve as a memorandum or other writing evidencing an agreement between the parties. UFRF may terminate this Agreement without the requirement of any notice from UFRF to Licensee, if UFRF does not receive the License Issue Fee or certificates representing shares issued to UFRF pursuant to this Agreement, as applicable, within thirty (30) days of the Effective Date.

16.1 UFRF and Licensee hereby warrant and represent that the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.

16.2 Force Majeure

No default, delay, or failure to perform on the part of Licensee 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, hurricane, flood, 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.

**Section 18: Confidentiality**

18.1 Each Party shall maintain all information of the other Party which is treated by such other Party as proprietary or confidential (referred to herein as "Confidential Information") in confidence, and shall not disclose, divulge or otherwise communicate such confidential information to others, or use it for any purpose, except pursuant to, and in order to carry out, the terms and objectives of this Agreement, and each party hereby agrees to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of such confidential information by any of its Affiliates, directors, officers, employees, consultants, subcontractors, Sublicensees or agents. The parties agree to keep the terms of this

Agreement confidential, provided that each party may disclose this Agreement to their authorized agents and investors who are bound by similar confidentiality provisions. Notwithstanding the foregoing, Confidential Information of a party shall not include information which: (a) was lawfully known by the receiving party prior to disclosure of such information by the disclosing party to the receiving party; (b) was or becomes generally available in the public domain, without the fault of the receiving party; (c) is subsequently disclosed to the receiving party by a third party having a lawful right to make such disclosure; (d) is required by law, rule, regulation or legal process to be disclosed, provided that the receiving party making such disclosure shall take all reasonable steps to restrict and maintain to the extent possible confidentiality of such disclosure and shall provide reasonable notice to the other party to allow such party the opportunity to oppose the required disclosure; or (e) has been independently developed by employees or others on behalf of the receiving party without access to or use of disclosing party's information as demonstrated by written record. Each party's obligations under this Section 18 shall extend for a period of five (5) years from termination or expiration of this Agreement.



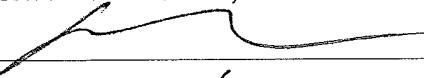
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

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

  
\_\_\_\_\_  
David L. Day  
Director of Technology Licensing

Date: 7/2, 2014

**COOL FLOW DYNAMICS, INC.**

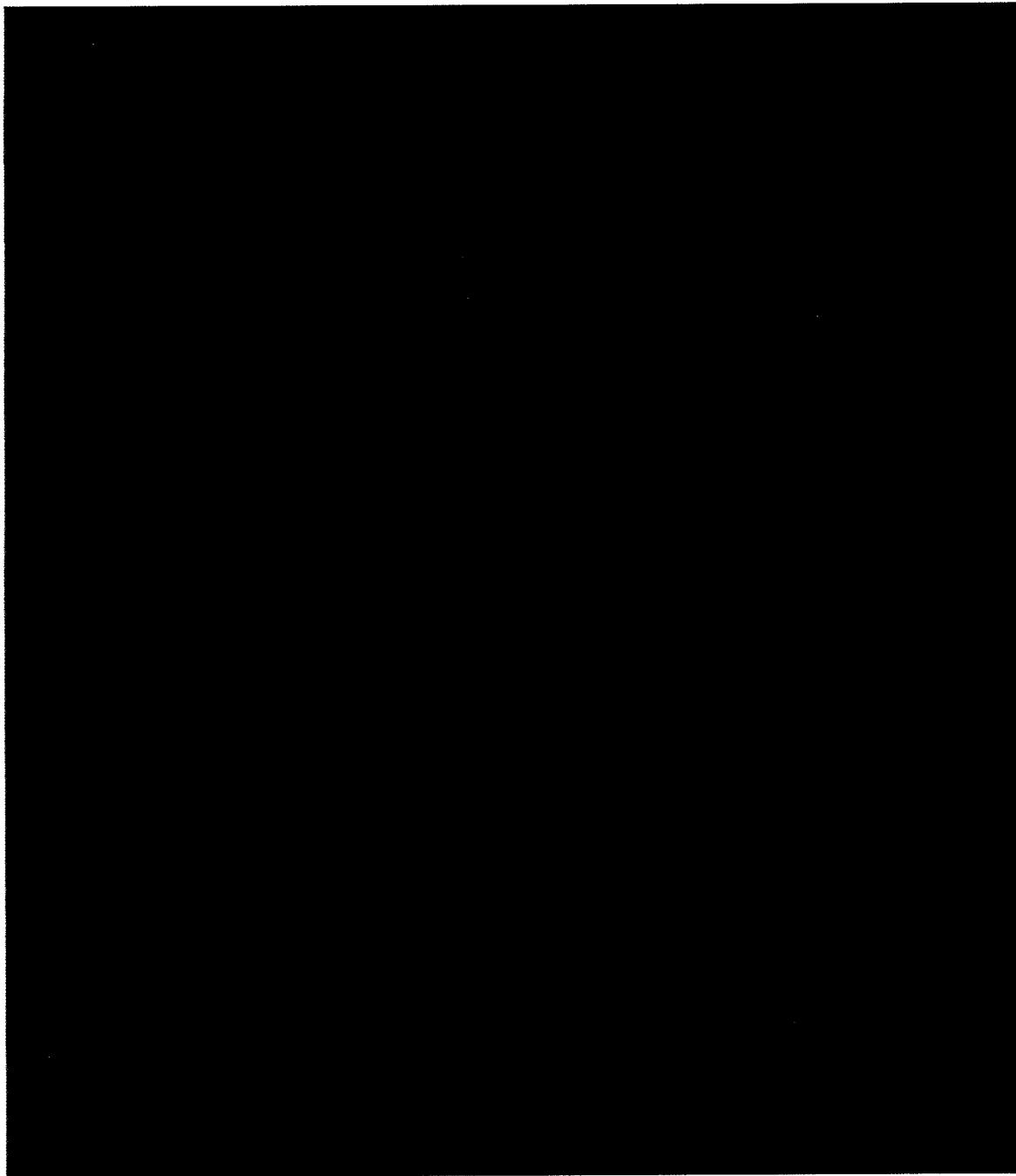
  
\_\_\_\_\_  
By: \_\_\_\_\_ Date: July 2, 2014  
Name and Office: Kaitlyn Wrennabe - CEO

**Schedule 1 – Patents and Patent Applications**

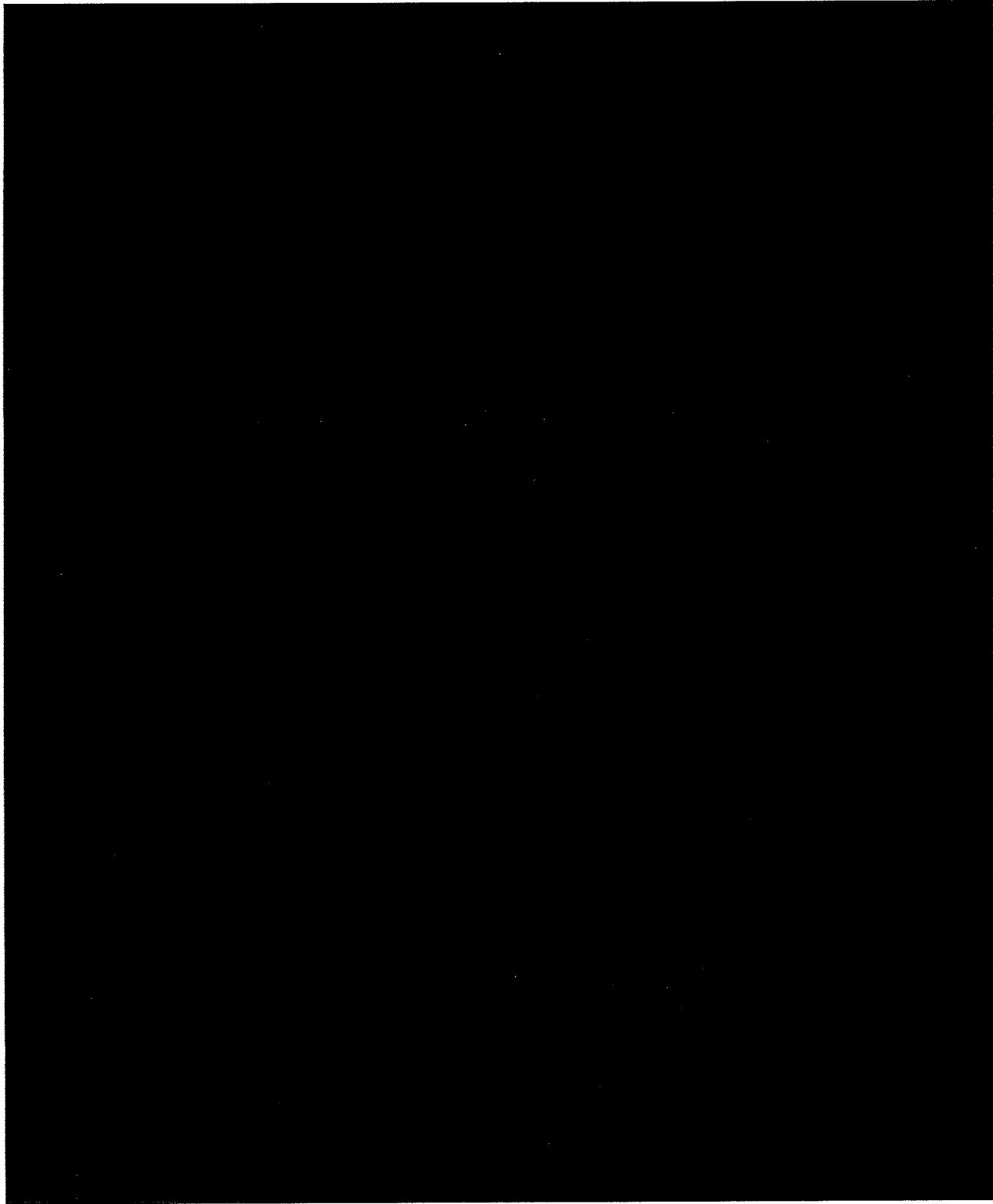
PCT Patent Application No. PCT/US2014/018444, entitled “*Method and Apparatus for Providing High Control Authority Atmospheric Plasma*” invented by Subrata Roy and filed on February 25, 2014 (UF#-14536 for Reference)

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Appendix A - Development Plan



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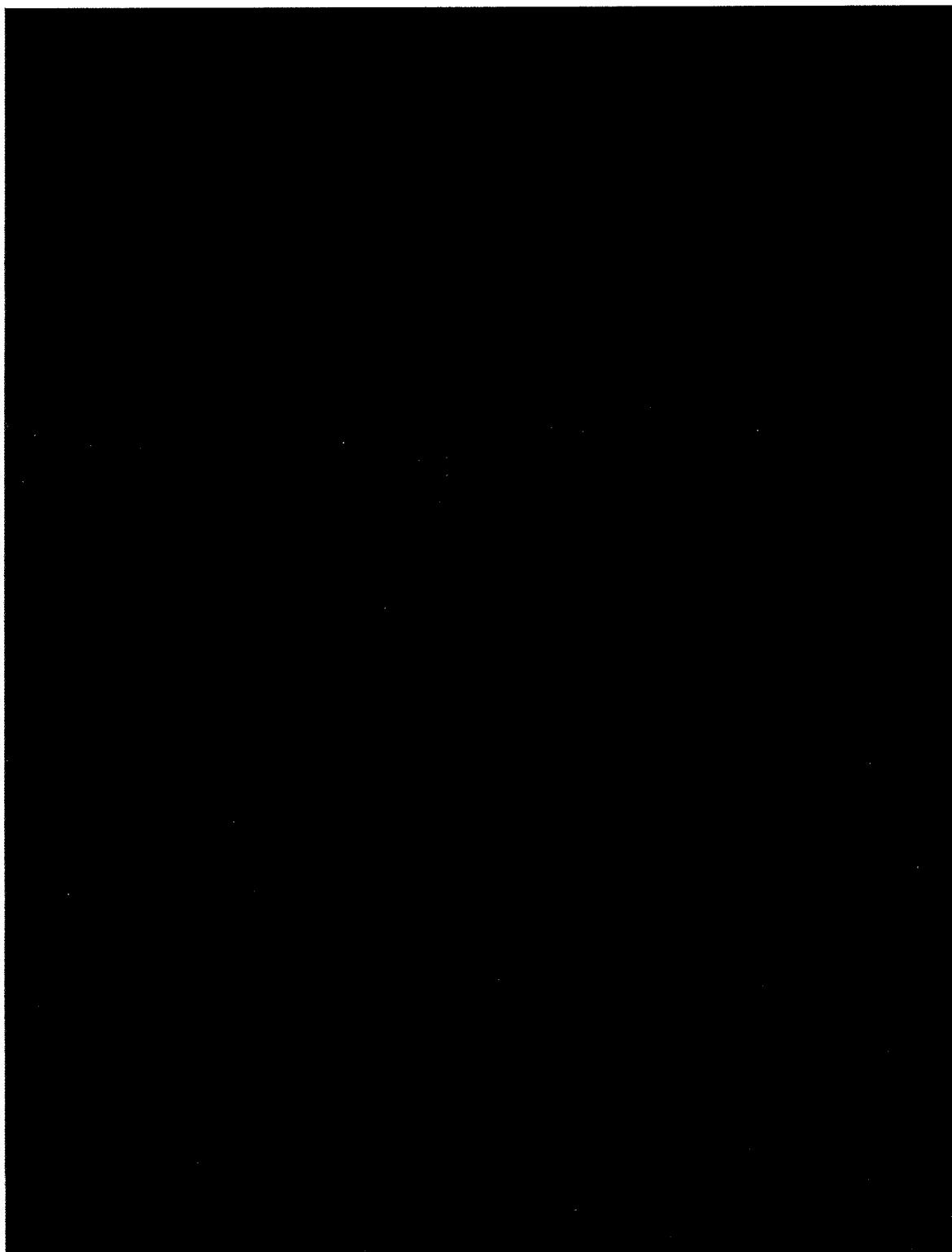
Page 20 of 27

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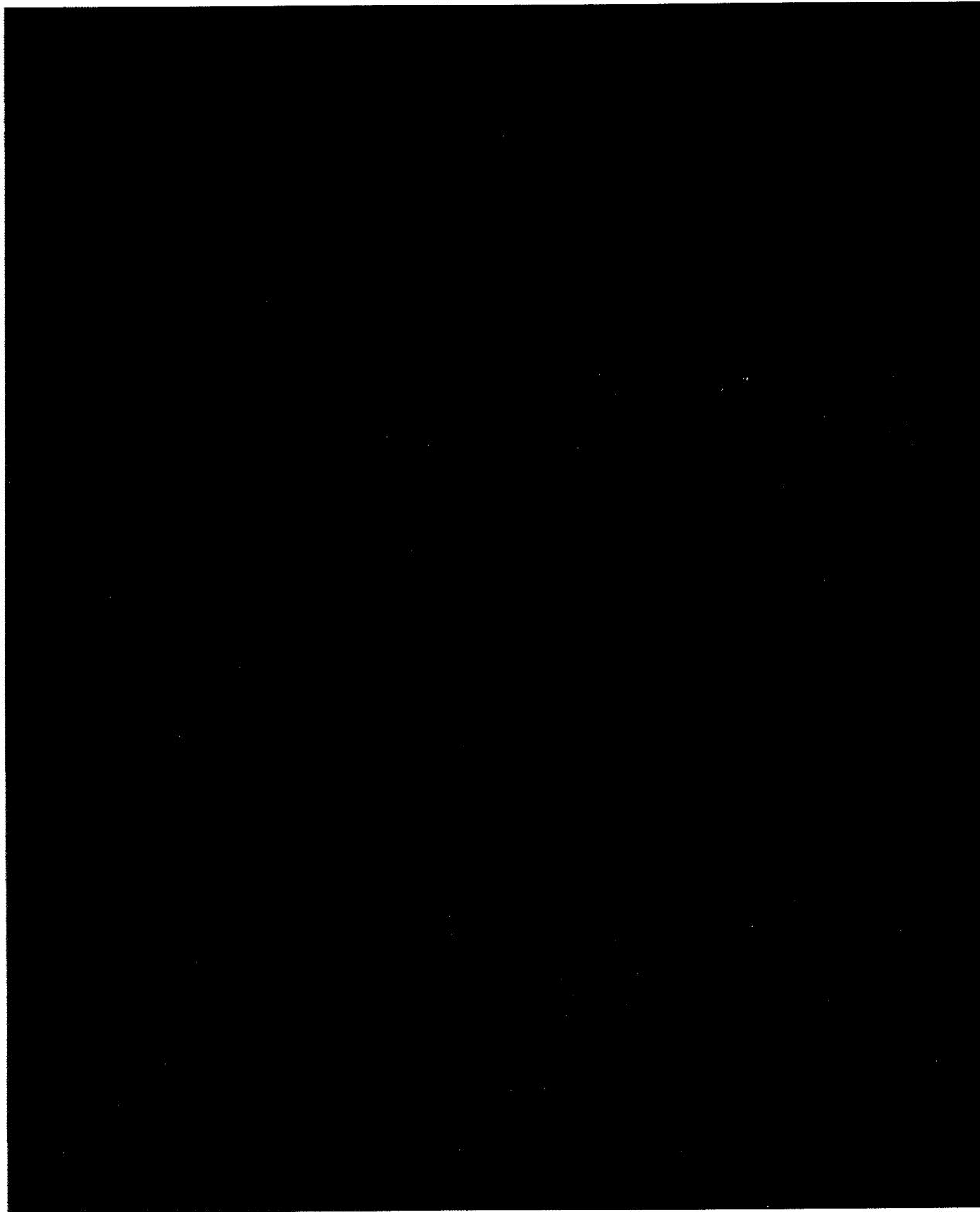
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**Exhibit B**

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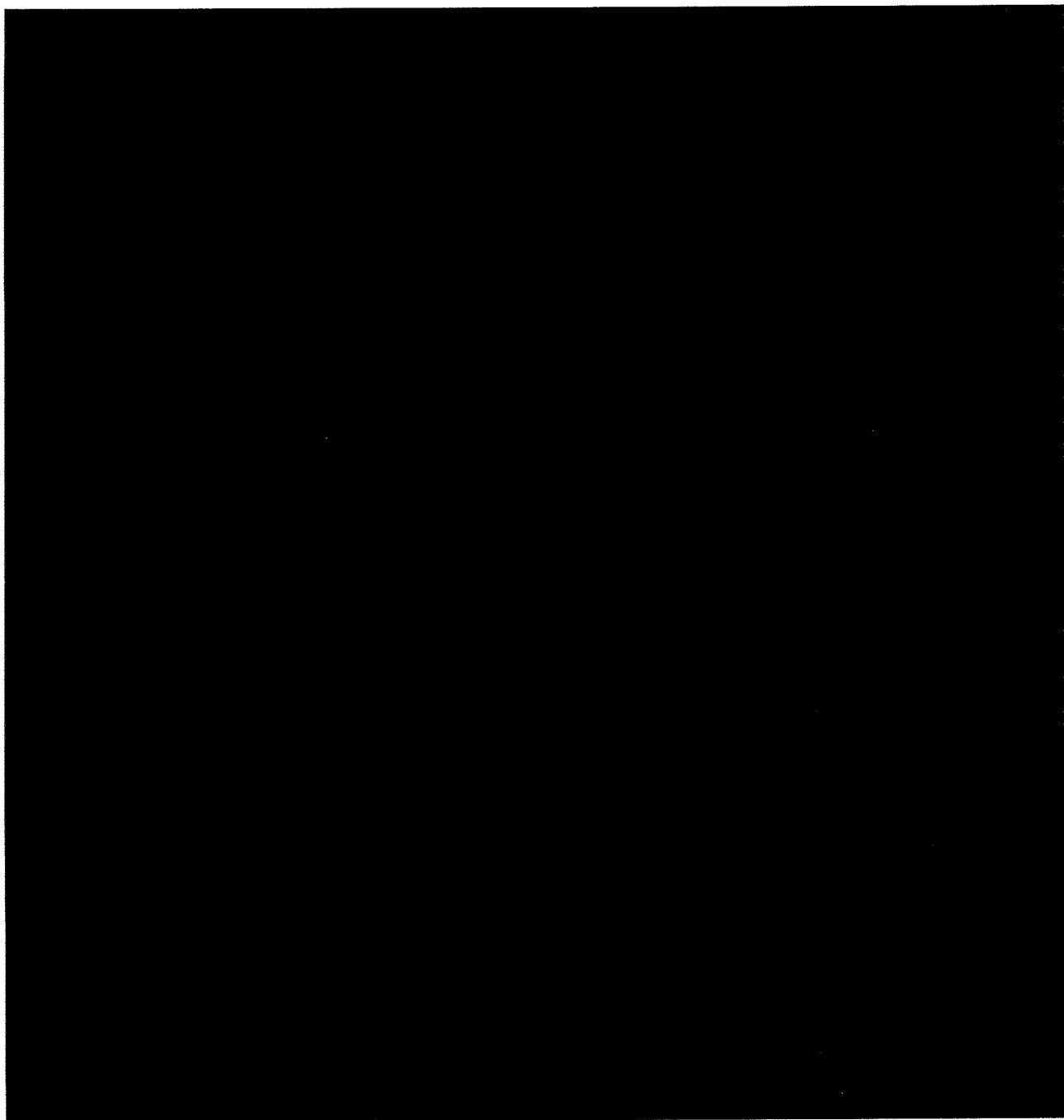


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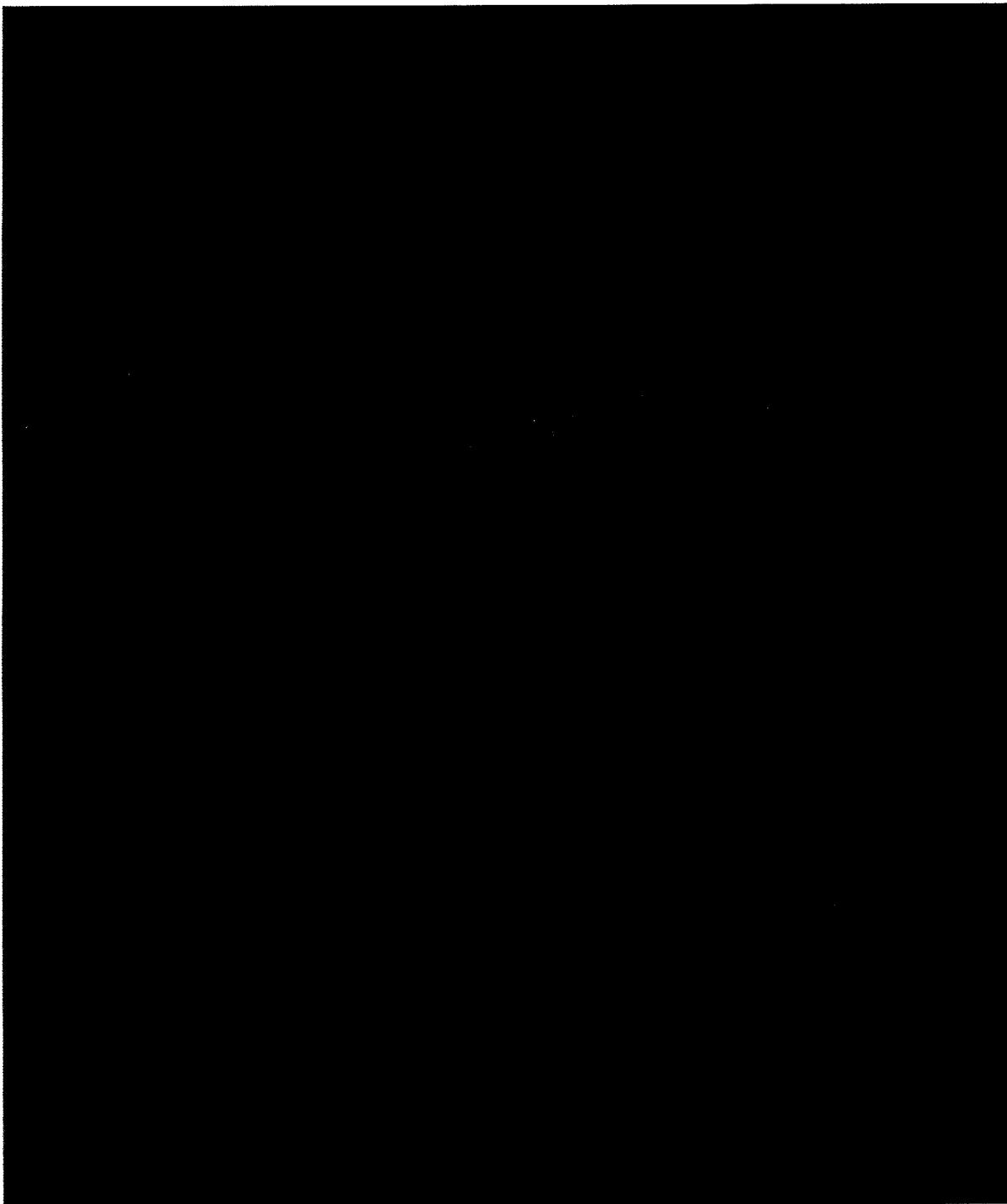
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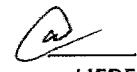


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Appendix B - Development Report



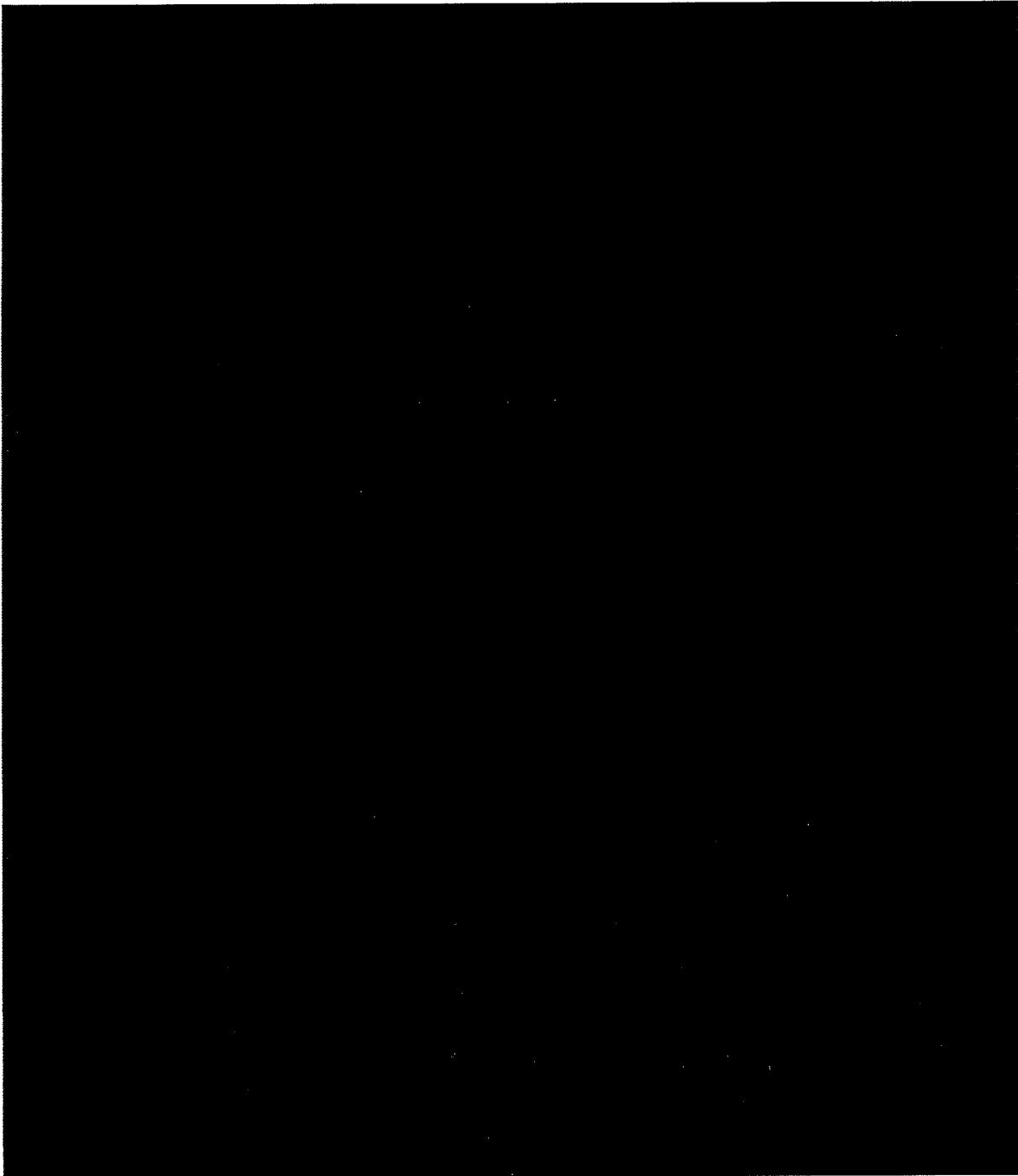
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**Exhibit B**

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Appendix C - UFRF Royalty Report



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Appendix D - Milestones



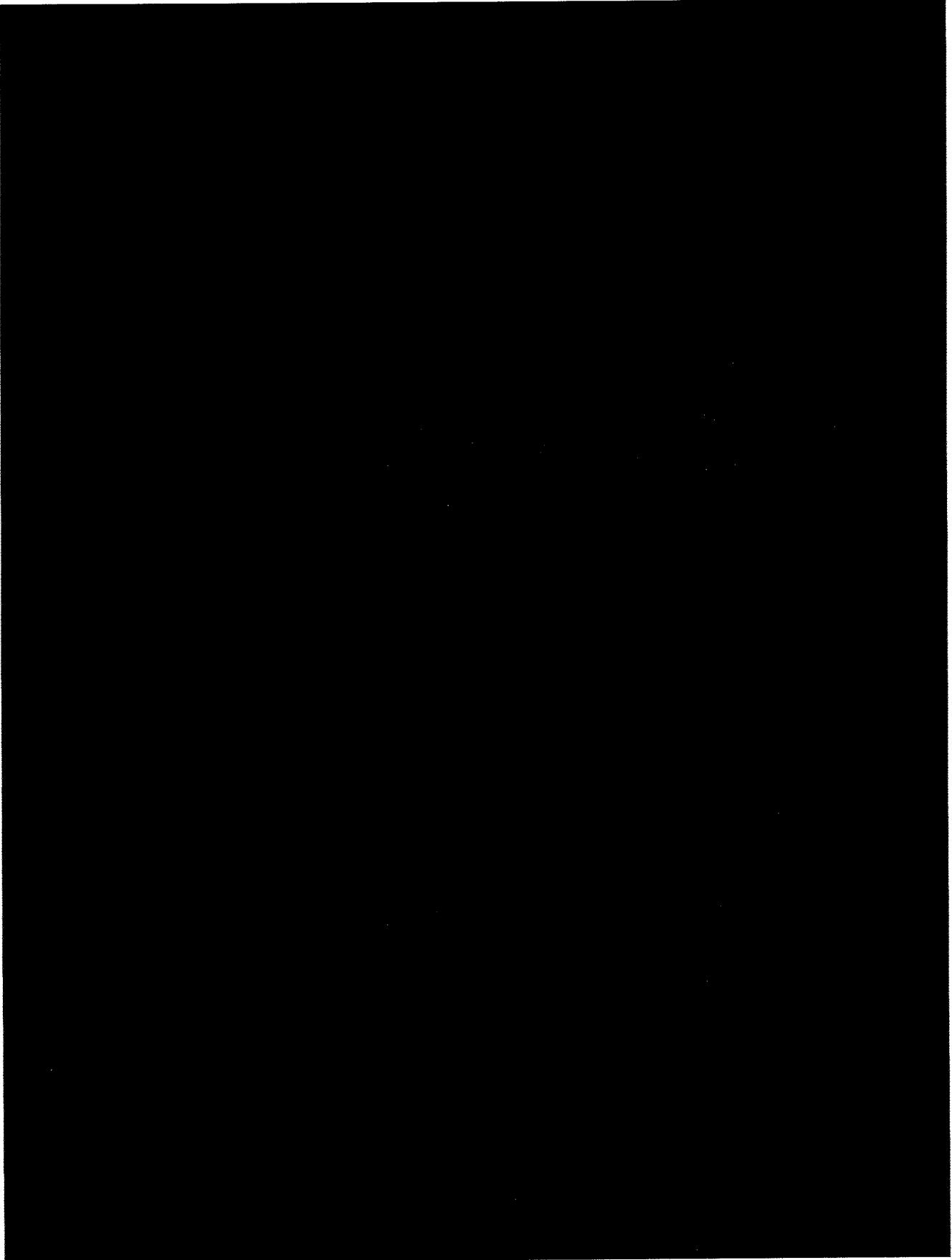
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Appendix E – Business Plan

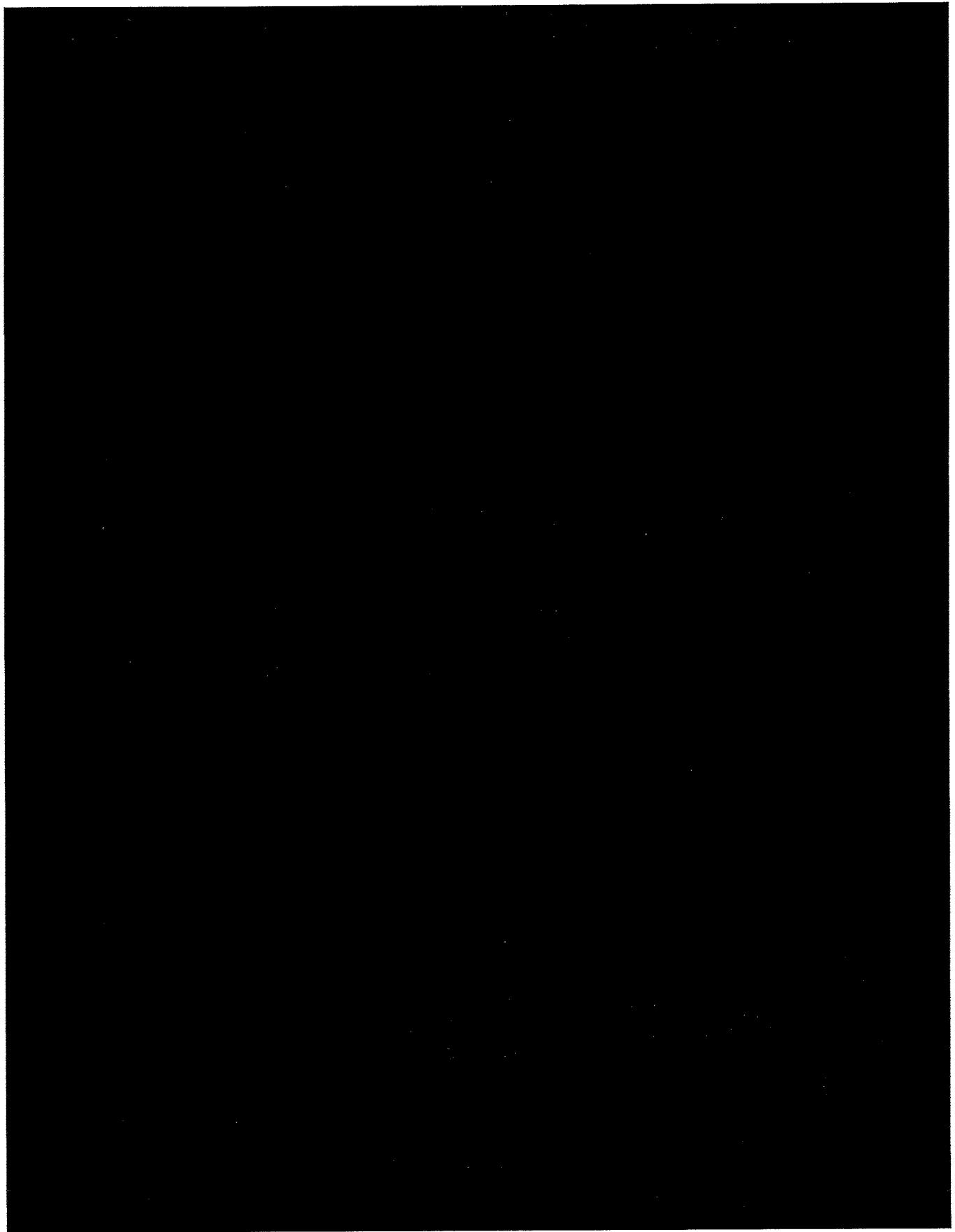
Page 27 of 27

  
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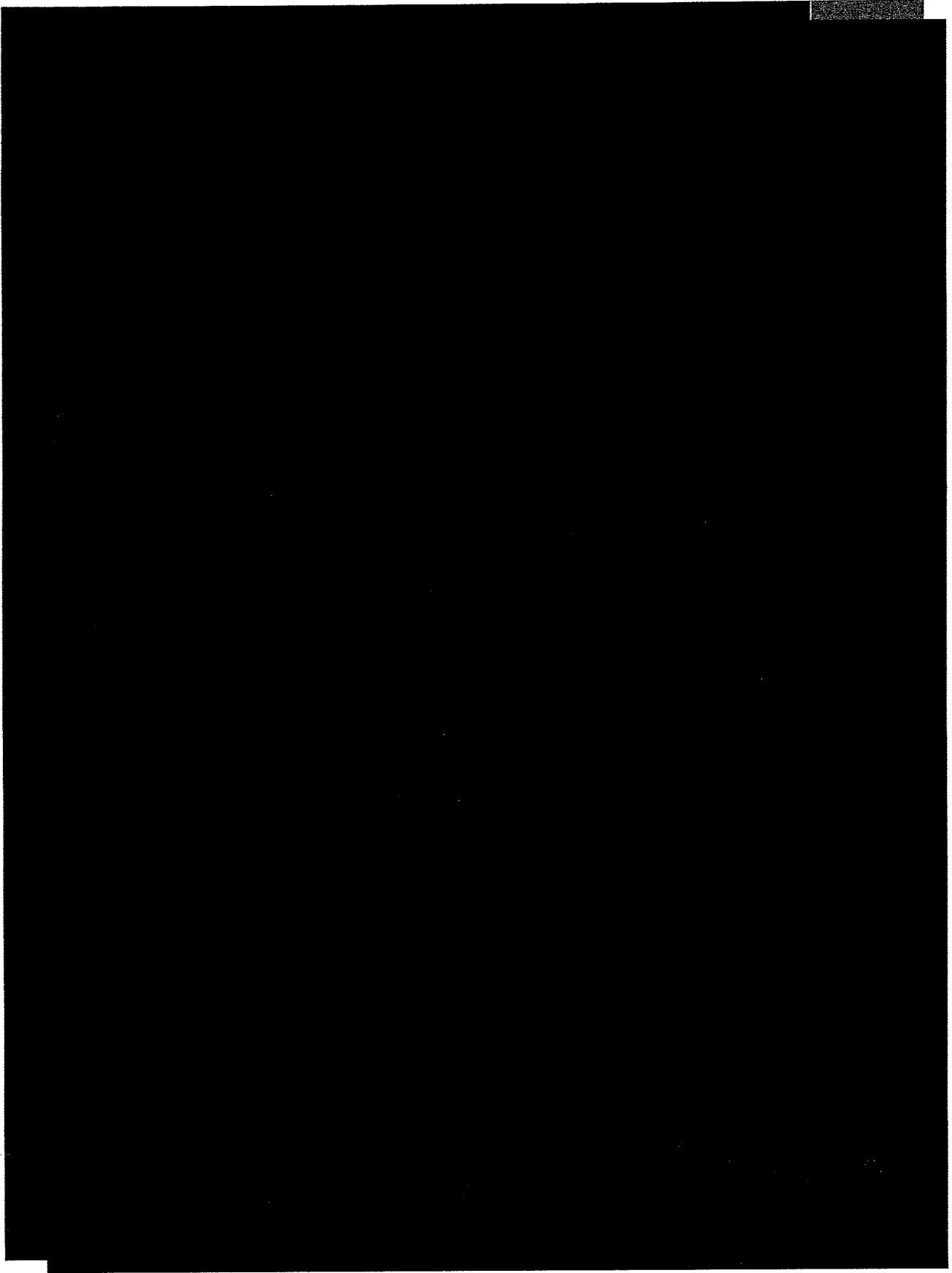
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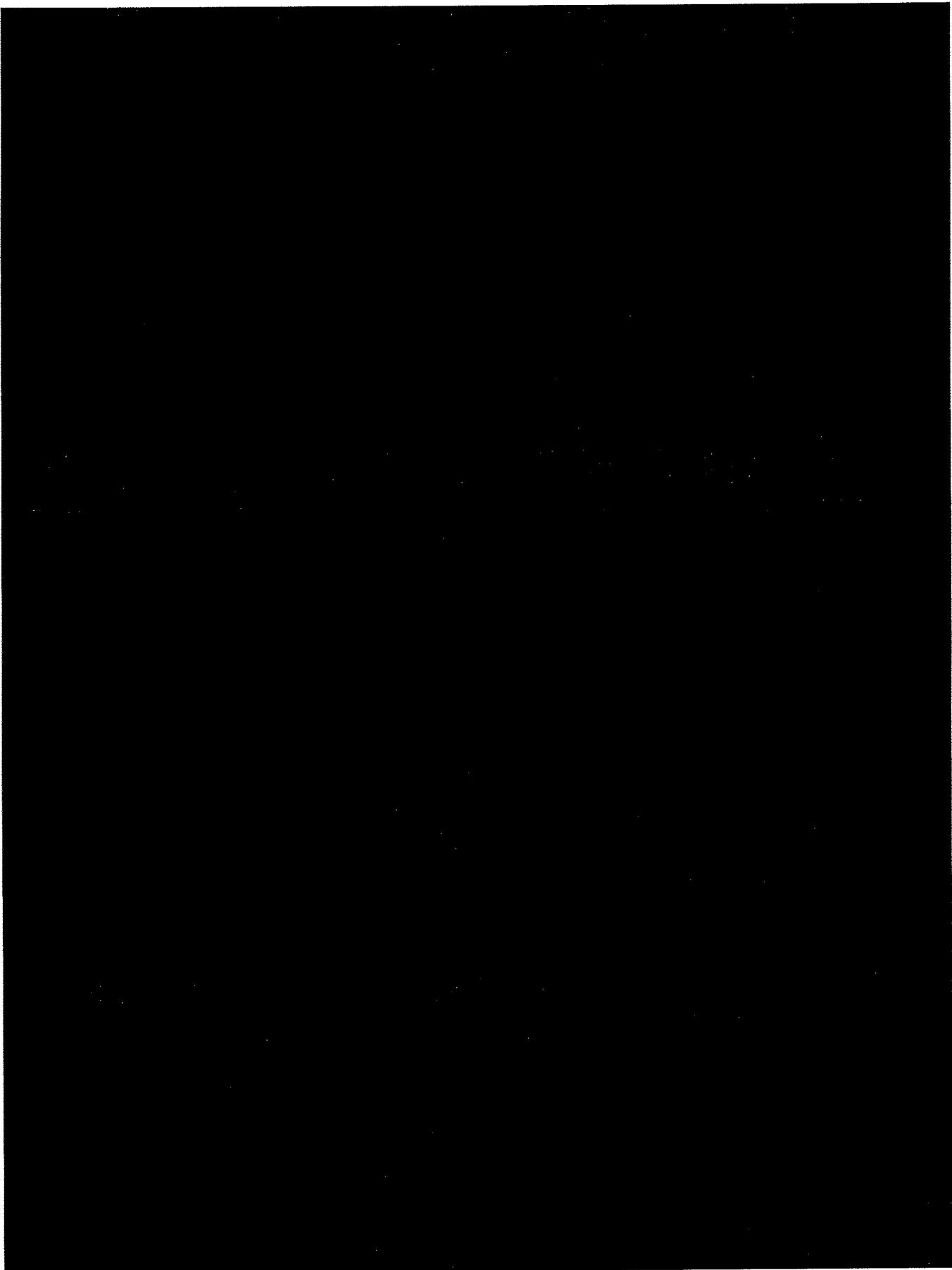
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**Exhibit B**

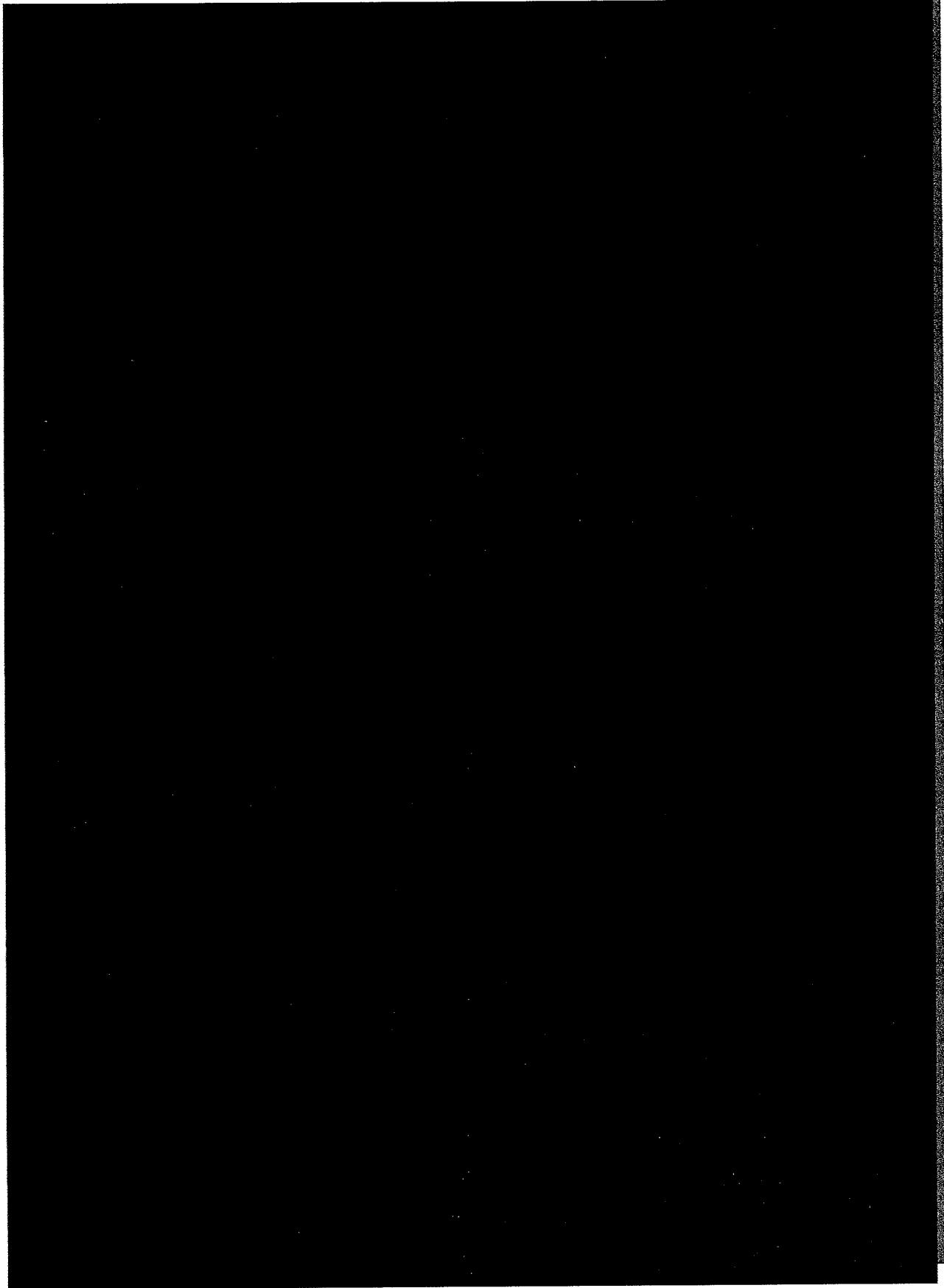


**Exhibit B**



**Exhibit B**

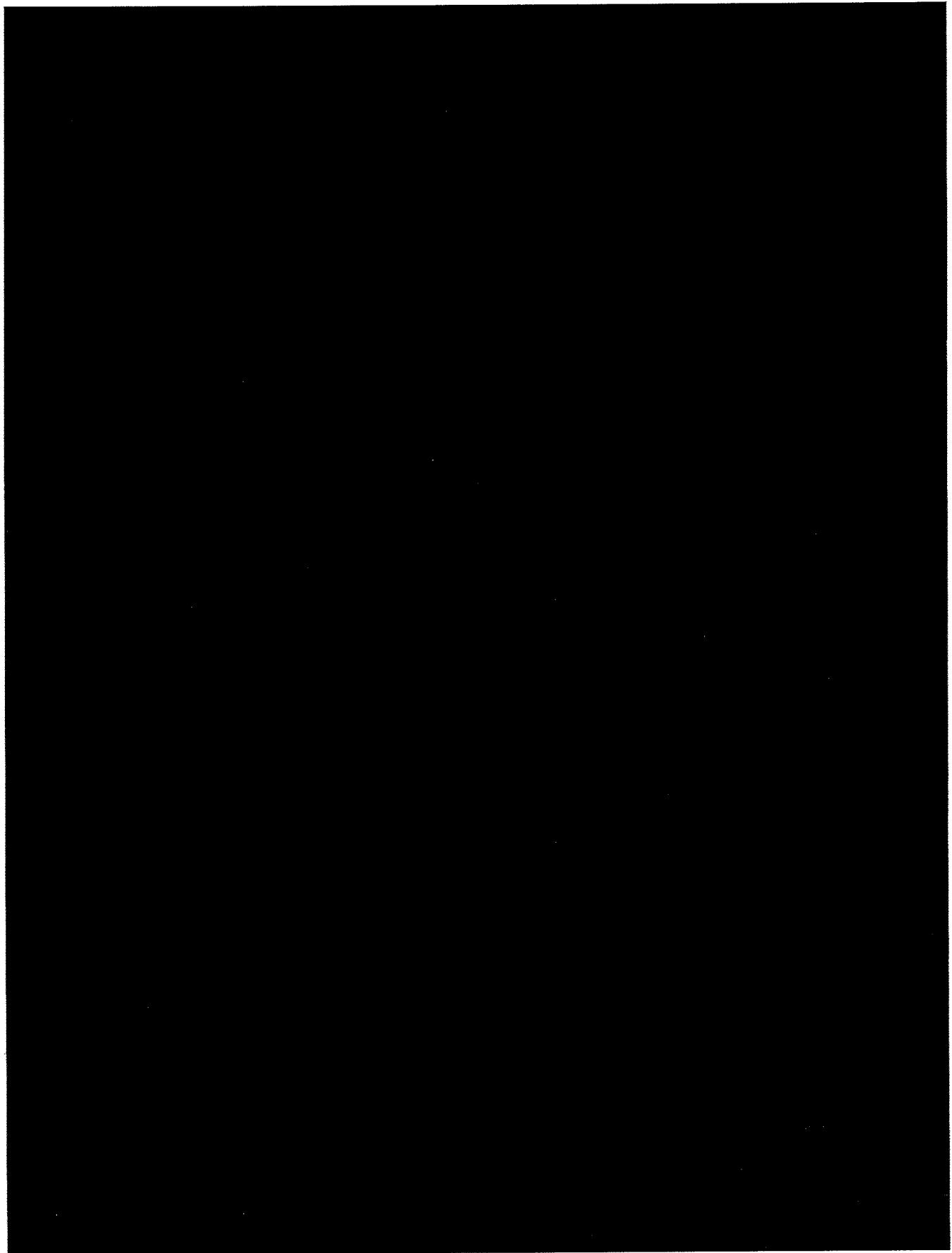
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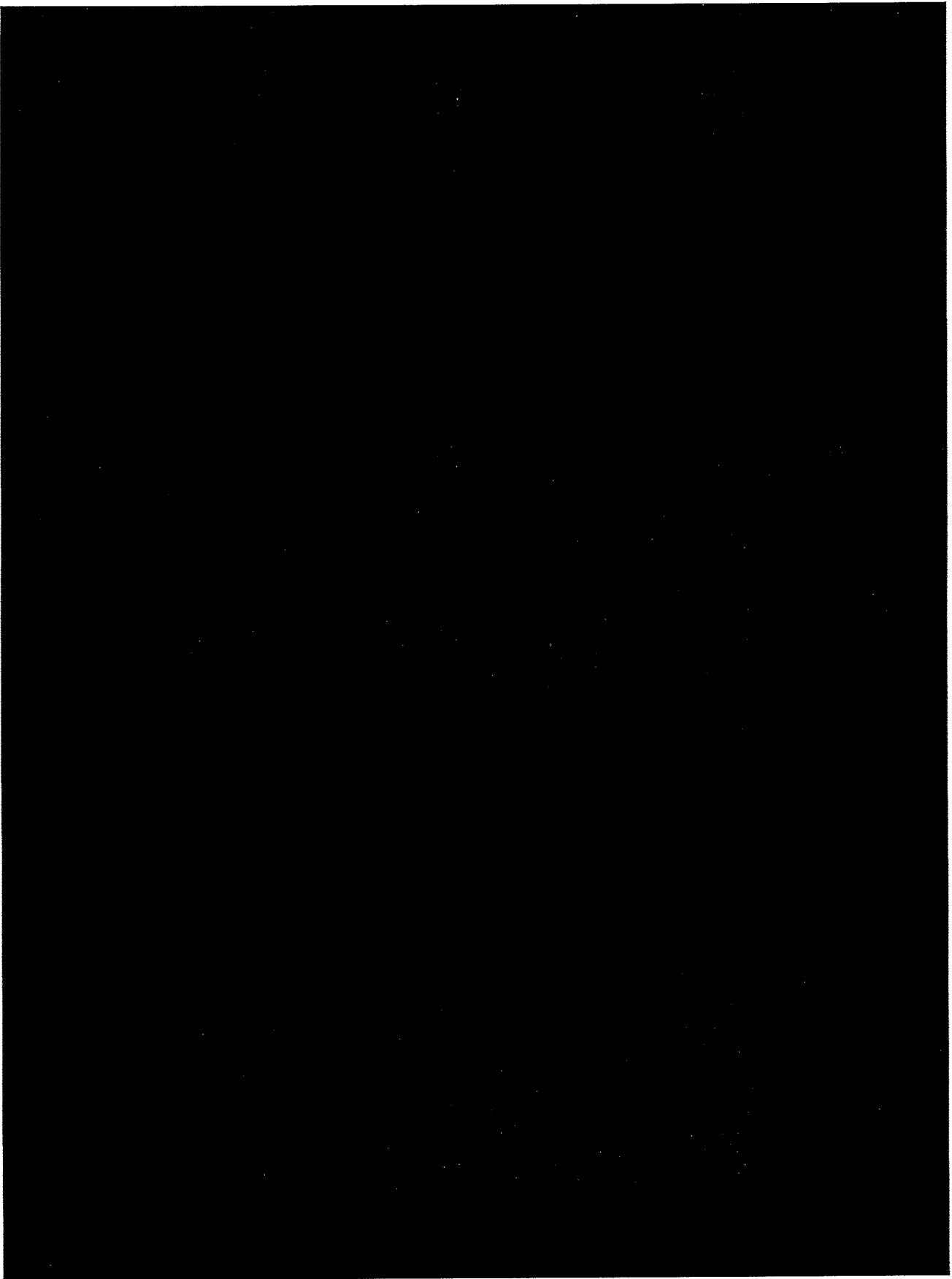
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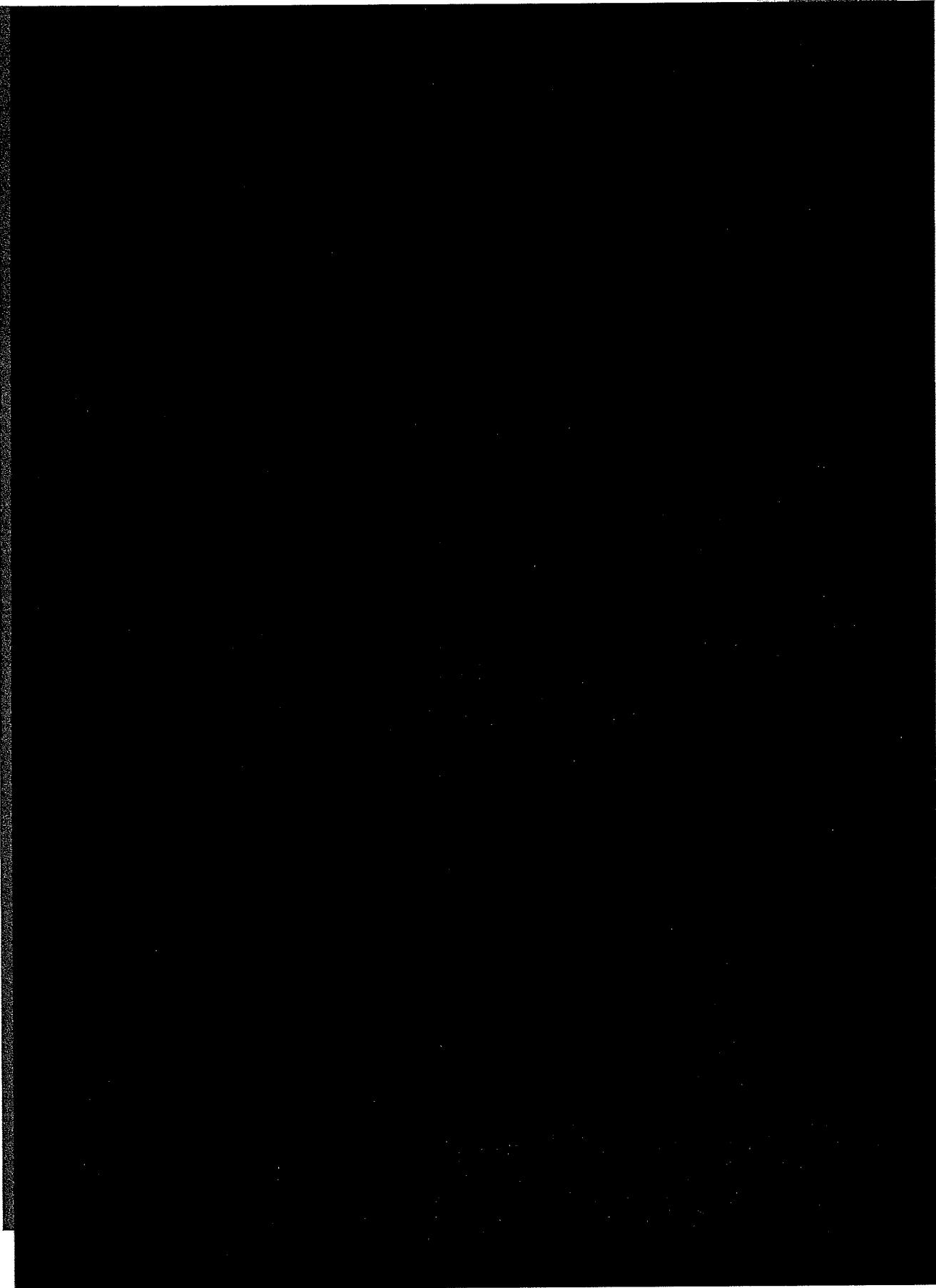


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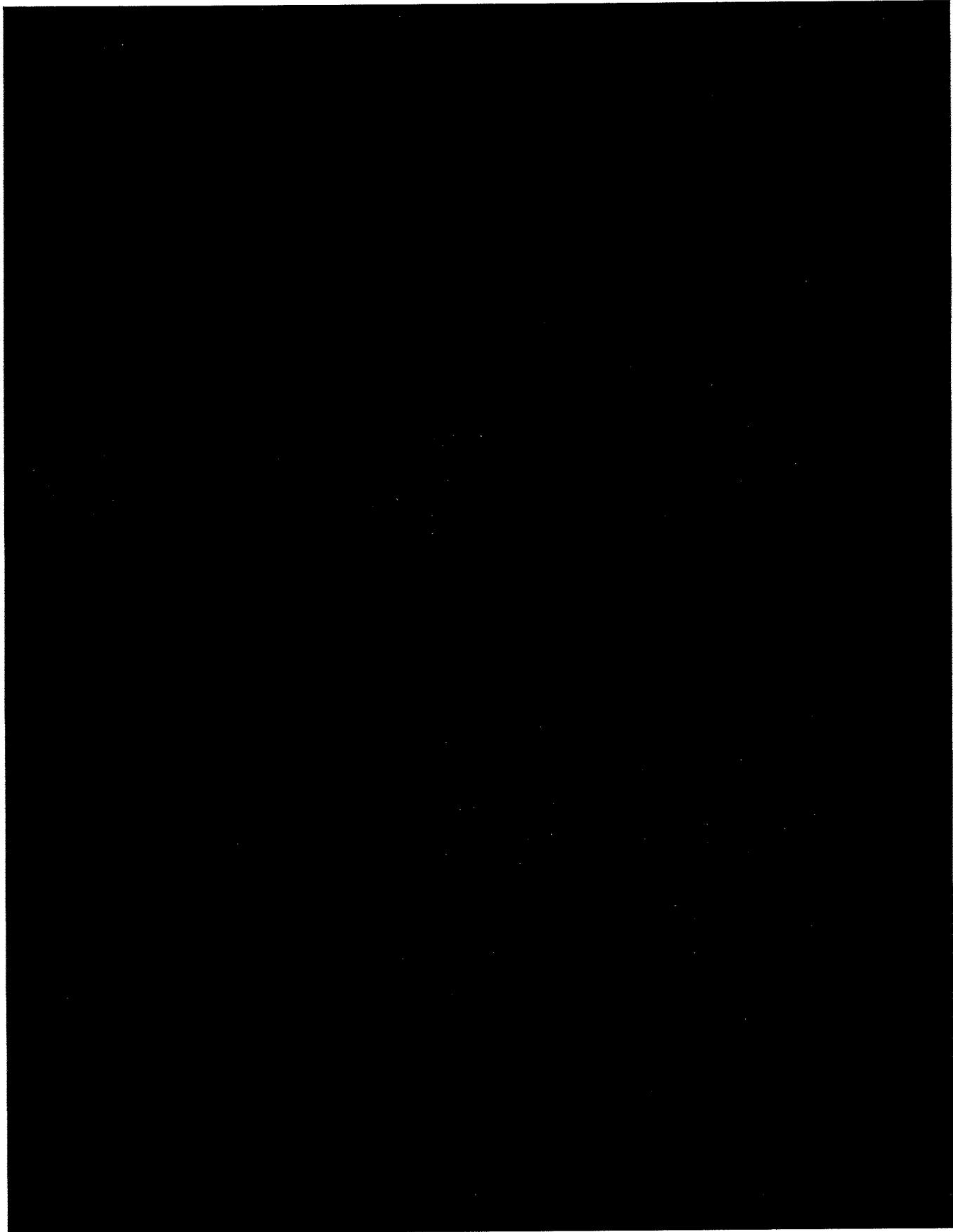
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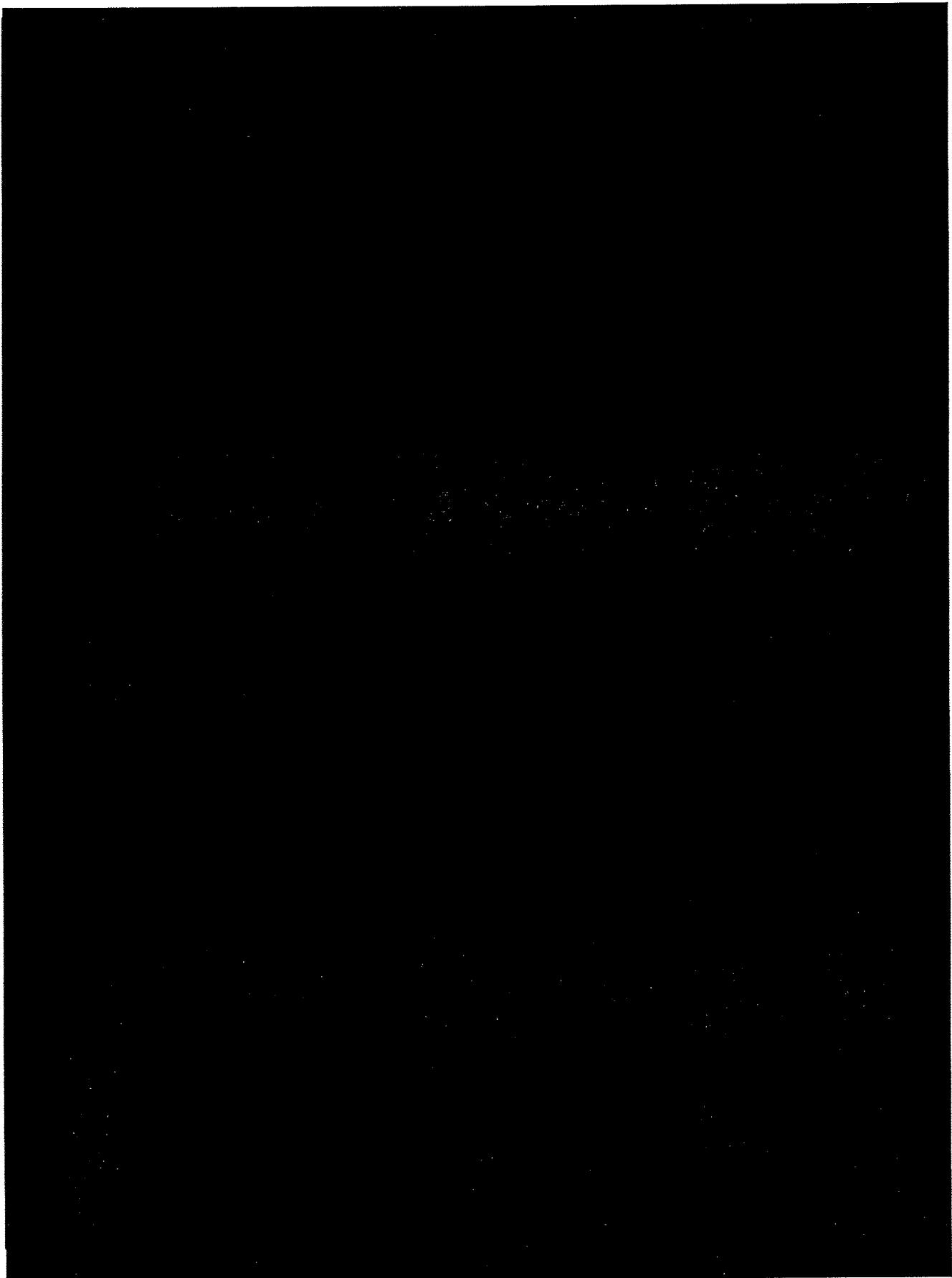
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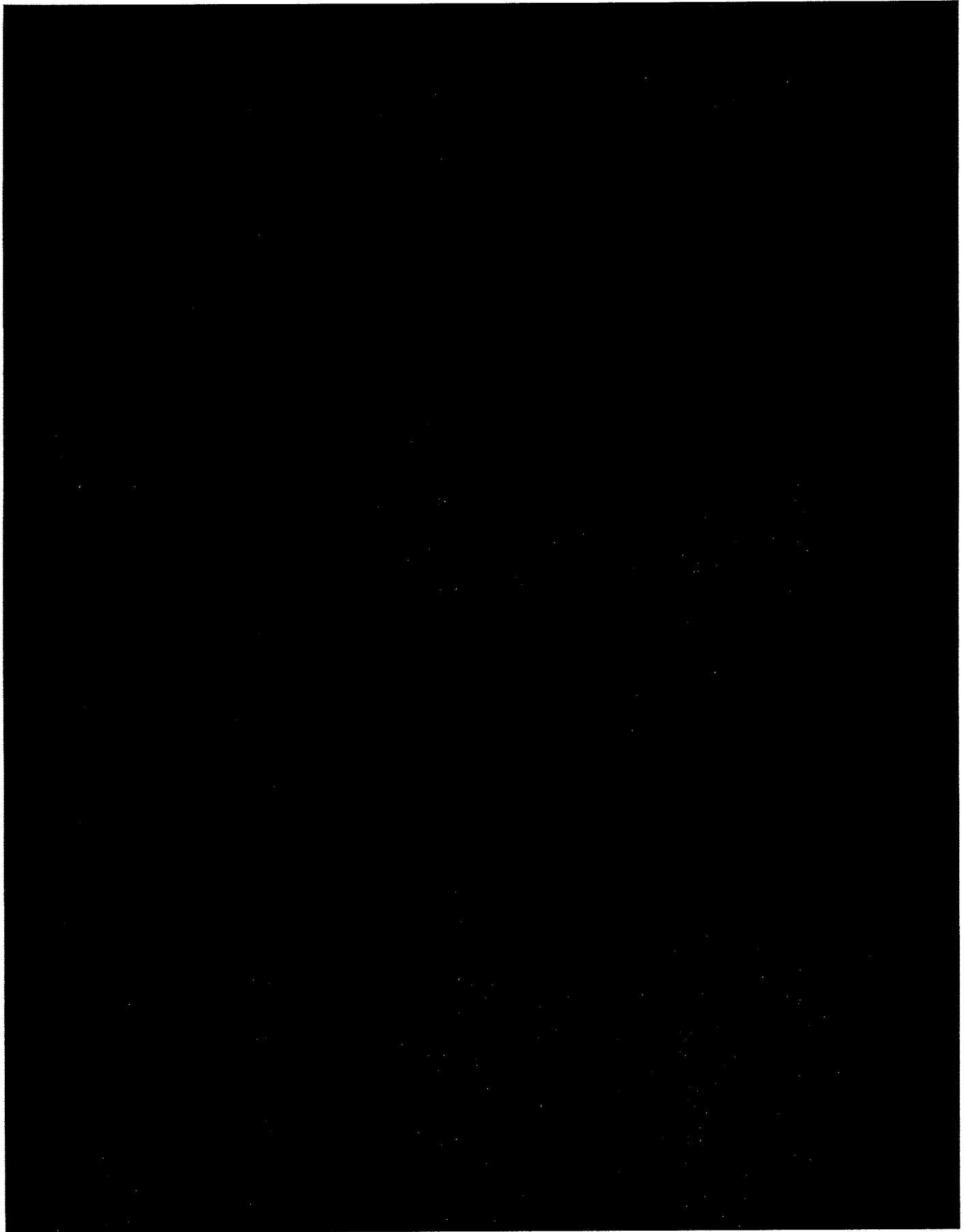
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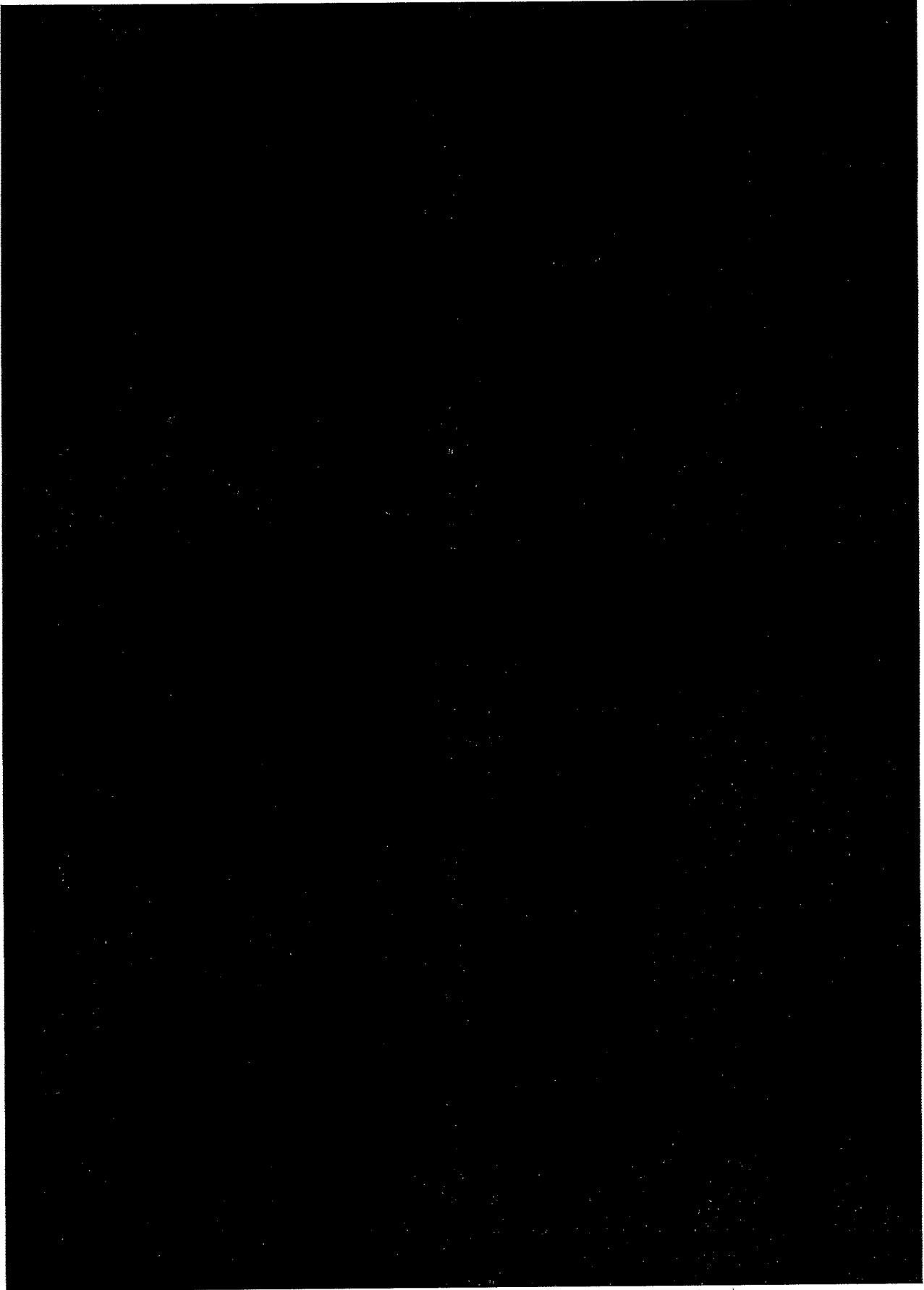
**Exhibit B**



**Exhibit B**



**Exhibit B**



**Exhibit B**

**FIRST AMENDMENT TO  
LICENSE AGREEMENT NO. A13553**

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 "UFRF"), and Cool Flow Dynamics, Inc. , a corporation duly organized under the laws of the State of Florida, and having its principal office at 4457 Sandpine Lane, Sarasota, FL, 34241, (hereinafter referred to as "Licensee") entered into a License Agreement effective July 2, 2014 (hereinafter "License Agreement");

WHEREAS, the parties now wish to amend the License 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 license agreement shall be re-written to read as follows:

**Section 4.4 Minimum Royalty**

4.4.1 Licensee agrees to pay UFRF minimum royalty payments for Agreements A12817 and A13553 in the aggregate, as follows:

Payment	Year
\$ 5,000	2016
\$ 48,000	2017
\$100,000	2018
\$200,000	2019
\$400,000	2020 and every year thereafter for the life of this Agreement.

The minimum royalty shall be paid in advance on a quarterly basis on March 31, June 30, September 30, and December 31 for the following quarters, for each year in which this Agreement is in effect. The First minimum royalty payment shall be due on December 31, 2015 and shall be in the amount of \$1,250. Any minimum royalty paid in a calendar year will be credited against the earned royalties for that calendar year. It is understood that the minimum royalties will be applied to earned royalties on a calendar year basis, and that sales of Licensed Products and/or Licensed Processes requiring the payment of earned royalties made during a prior or subsequent calendar year shall have no effect on the annual minimum royalty due UFRF for other than the same calendar year in which the royalties were earned.

2. All other provisions of the License 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: 8/18/14

**COOL FLOW DYNAMICS, INC.**

By: Kahoru Watanabe  
Name: Kahoru "Kalu" Watanabe  
Title: CEO and President  
  
Date: 8/14/14

**SECOND AMENDMENT TO  
LICENSE AGREEMENT NO. A13553**

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 "UFRF"), and Cool Flow Dynamics, Inc. , a corporation duly organized under the laws of the State of Florida, and having its principal office at 4457 Sandpine Lane, Sarasota, FL, 34241, (hereinafter referred to as "Licensee") entered into a License Agreement effective July 2, 2014 (hereinafter "License Agreement");

WHEREAS, the parties amended the License Agreement by a First Amendment on August 18, 2014;

WHEREAS, the parties now wish to further amend the License Agreement by this Second Amendment;

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

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

1.10 "Licensed Field" shall be limited to the field of Aerodynamic Solutions for the Commercial Trucking and Auto Industry and Open air Refrigeration.

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

3. This amendment shall be effective December 4, 2014 and shall be referred to as the Second Amendment.

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

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

**COOL FLOW DYNAMICS, INC.**

By: \_\_\_\_\_  
Name: Kahoru "Kalu" Watanabe  
Title: CEO and President  
  
Date: 12/5/14

## OPTION AGREEMENT WITH KNOW-HOW

This Agreement is effective as of the 1<sup>st</sup> day of July, 2015 between the University of Florida Research Foundation, Inc. (hereinafter "UFRF") and **Cool Flow Dynamics**, a **Florida** corporation having its principal office at 4457 Sandpine Lane, Sarasota, Florida 34241 (hereinafter "COMPANY").

WHEREAS, UFRF is the owner of certain Patent Rights relating to U.S. Patent Application Serial No. 62/88,791, entitled "*Compact Portable Plasma Reactor*", filed on July 6 2015, invented by *Subrata Roy and Sherlie Eileen Portugal Atencio*, (hereinafter "Patent Rights";

WHEREAS, UFRF is the owner of certain rights in Know-How relating to the Patent Rights, (hereinafter "Know-How 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 Know-How; and.

WHEREAS, COMPANY desires a period of time in which to evaluate the Patent Rights and Know-How, potential products, and markets therefor, 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, limited-term, exclusive license to the Patent Rights and non-exclusive to Know-How in the following field(s) of use: Applications and uses directly related to the reduction of aerodynamic drag of ground based transportation for the territory of *Worldwide* (hereinafter the "Option Rights"). During the Option Period (defined below), COMPANY shall have the right to use the Patent Rights only to evaluate Option Rights according to the Evaluation Plan in Exhibit A. Know-How is defined as unpatented technical

information, research and development information, test results, and data necessary for the effective exercise of the Licensed Patents which have been developed by Dr. Kevin Powers as of the Effective Date and which are owned by University.

- 2) **OPTION PERIOD.** The Option Period shall commence on ***July 15, 2015*** and expire on ***July 31, 2016***, 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 the license terms in good faith. 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 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 ten (10) 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 ten (10) 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).
- 4) **DILIGENT EFFORTS.** During the Option Period, COMPANY shall use diligent efforts to evaluate the inventions described and claimed in the Patent Rights and Know-How. Such efforts shall include, but shall not be limited to, the sponsoring or performing work defined in the Evaluation Plan (Exhibit A) and the sharing of information regarding the results of the Evaluation Plan with UFRF. Company shall submit to UFRF the Evaluation Report with relevant documentation no later than ten (10) business days prior to the expiration of the option period.
- 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 Mutual Confidential Disclosure Agreement (Exhibit B). If a new invention whether patentable or not results from the sharing of information, 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 termination of the Option Period any data that are generated by COMPANY under this Agreement. UFRF shall own such data. 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. COMPANY shall not use such data or information for any purpose. COMPANY warrants that all its employees and agents are obligated to assign to COMPANY all their rights in data, information, and inventions made during the Option Period.

- 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 ***Two Hundred Fifty*** Dollars (\$250) within thirty (30) days of execution of this Agreement, such sum to be nonrefundable.
- 7) **PATENT COSTS.** UFRF will solicit input from Licensee regarding (a) actions to be taken in connection with the Optioned Patent(s), and (b) fees, annuities, costs and expenses to be incurred in connection therewith. UFRF will submit, or will cause to be submitted to COMPANY all correspondence or other materials related to the preparation, filing, prosecution (including interferences and oppositions), issuance, maintenance and reporting of the Patent Rights for COMPANY's review and comment prior to any filing or other submission thereof, and UFRF will give due consideration to comments provided by COMPANY or COMPANY's counsel. If COMPANY fails to provide comments regarding actions to be taken, submissions or payment of fees, annuities, or other costs or expenses within fourteen (14) days of the date of UFRF's submission thereof to COMPANY then UFRF will assume COMPANY has no comments. During the Option Period, COMPANY shall reimburse UFRF for United States and/or foreign costs associated with the Patent Rights. If COMPANY shall not exercise its Option Rights, COMPANY shall in any event be liable to UFRF for UFRF's out-of-pocket United States and foreign filing, prosecution, and maintenance costs, including attorneys' fees, in countries selected by COMPANY 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. Licensee shall pay all amounts owing to UFRF under

this Agreement in United States dollars at the following address:

University of Florida Research Foundation, Inc.  
288 Grinter Hall, PO Box 115500  
Gainesville, Florida 32611-5500  
Attention: Business Manager

- 8) **PAYMENTS.** Any amounts which remain unpaid after the date they are due to UFRF under any section of this agreement shall accrue interest from the due date at the rate of one and one-half percent (1.5%) per month. However, in no event shall this interest provision be construed as a grant of permission for any payment delays. COMPANY shall also be responsible for repayment to UFRF of any attorney, collection agency, or other out-of-pocket UFRF expenses required to collect overdue payments due from any applicable section of this Agreement
- 9) **NO WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, 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, ISSUED OR PENDING AND KNOW-HOW.
- 10) **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.
- 11) **OFFER EXPIRATION.** UFRF's offer to COMPANY to enter into this Option Agreement shall expire on *July 31, 2015*.
- 12) **INDEMNIFICATION; INSURANCE**
  - a) COMPANY shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold UFRF, the Florida Board of Governors, the University of Florida Board of Trustees, the University of Florida, and each of their directors, officers, employees, and agents, and the inventors of the Patent Rights and Know-How harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, whether arising from a third party claim or resulting from UFRF's enforcing this

indemnification clause against COMPANY, 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 and Know-How or any other use of Patent Rights and Know-How. Notwithstanding the above, UFRF at all times reserves the right to retain counsel of its own to defend the interests of UFRF, the Florida Board of Governors', the University of Florida Board of Trustees, 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 Know-How and that such insurance coverage lists UFRF, the University of Florida and the inventors of the Patent Rights and Know-How 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.

- 13) TERMINATION. UFRF may terminate this Agreement by giving COMPANY at least thirty (30) days written notice if COMPANY:

- a) is delinquent on any report or payment
- b) is not diligently developing the Patent Rights and Know-How or meeting the milestones as outlined in the Evaluation Plan
- c) goes into bankruptcy, liquidation or proposes having a receiver control any assets
- d) violates any laws or regulations of applicable government entities
- e) shall cease to carry on its business pertaining to Patent Rights and Know-How
- f) is in breach of any provision; or
- g) provides any false report

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. 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.

- 14) **USE OF NAMES.** COMPANY shall not use the names of UFRF, or of the University of Florida, nor of any of either institution's employees, agents, or affiliates, nor the name of any inventor of Patent Rights and Know-How, nor any adaptation of such names, in any promotional, advertising or marketing materials or any other similar form of publicity, or to suggest any endorsement by the such entities or individuals, without the prior written approval of UFRF in each case.
- 15) **UNITED STATES GOVERNMENT INTERESTS.** It is understood that the United States Government (through any of its agencies or otherwise) has funded research, Grant No. \_\_\_\_\_ N/A \_\_\_\_\_, during the course of or under which any of the inventions of the Patent Rights were conceived or made. The United States Government is entitled, as a right, under the provisions of 35 U.S.C. §202-212 and applicable regulations of Title 37 of the Code of Federal Regulations, to a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the inventions of such Patent Rights for governmental purposes. Any license granted to COMPANY in this Agreement shall be subject to such right.
- 16) **MISCELLANEOUS.**
  - a) COMPANY acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of such items may require a license from the cognizant agency of the U.S. Government or written assurances by COMPANY that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of such agency. UFRF neither represents that a license is or is not required or that, if required, it shall be issued.
  - b) 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 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.

- 17) **NOTICES AND OTHER COMMUNICATION.** Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been given
- a) if sent by facsimile transmission, when receipt thereof is acknowledged at the facsimile number of the recipient as set forth below, **or**
  - b) the second day following the day on which the notice has been delivered prepaid to a courier service, **or**
  - c) five (5) business days following deposit in the U.S. mail if sent certified mail, (**return receipt acknowledgement is not required to certify delivery**).

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: 352-846-0491

With a copy to:

Office of Technology Licensing  
Attn: Director  
747 SW 2nd Avenue  
Post Office Box 115575  
Gainesville, Florida 32611-5575  
Facsimile Number: 352-392-6600

In the case of COMPANY:

Cool Flow Dynamics, Inc.  
Attn: President  
4457 Sandpine Lane  
Sarasota, Florida 34241  
Email address: [kaluw@coolfloodynamics.com](mailto:kaluw@coolfloodynamics.com)

COMPANY is responsible for any and all wire/bank fees associated with all payments due to UFRF pursuant to this agreement.

- 18) **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.
- 19) **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.
- 20) **CONTRACT FORMATION AND AUTHORITY**.
  - a) The submission of this Agreement does not constitute an offer, and this document shall become effective and binding only upon the execution by duly authorized representatives of both COMPANY and UFRF. Copies of this Agreement that have not been executed and delivered by both UFRF and COMPANY shall not serve as a memorandum or other writing evidencing an agreement between the parties.
  - b) This Agreement shall automatically terminate and be of no further force and effect, without the requirement of any notice from UFRF to COMPANY, if UFRF does not receive the Option Fee within thirty (30) days of the Effective Date.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.

David L. Day Date: 7/15, 2015  
David L. Day  
Director of Technology Licensing

COMPANY

By: Katrina Untanwale Date: JULY 14, 2015  
Name and Office: Katrina Untanwale - CEO

Revised April 15, 2015

A14992

EXHIBIT A

EVALUATION PLAN

(to be completed)

Page 10 of 11



A handwritten signature consisting of a stylized letter 'C' or 'A' written above a solid horizontal line.

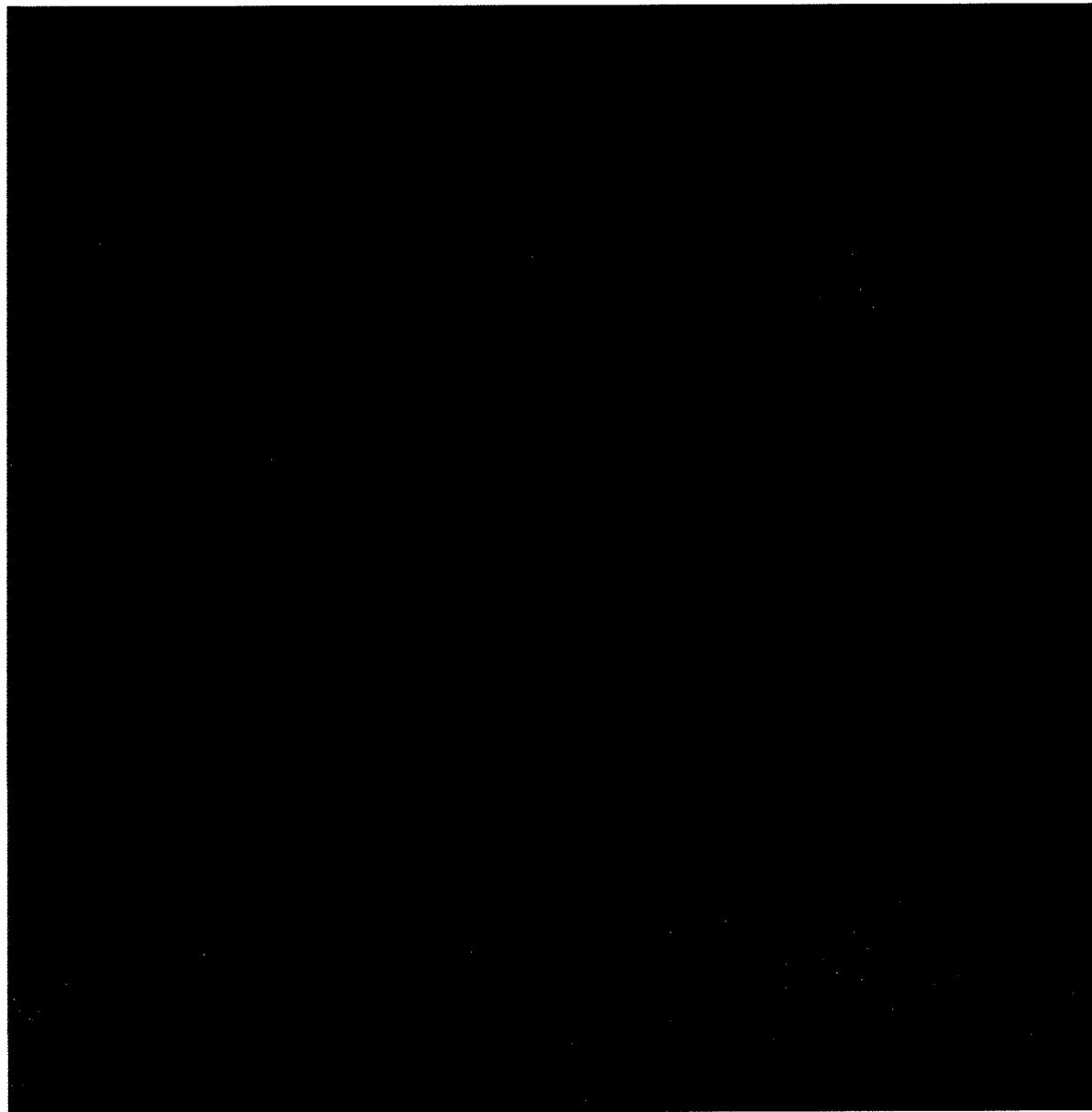
UFRF

Exhibit C

## **EXHIBIT A**

### **EVALUATION PLAN**

A14992



Page 10 of 11

  
Initials

Revised April 15, 2015

A14992

**EXHIBIT B**

**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

Agreement A12712

Page 11 of 11

Q

UFRF

**Exhibit C**



Research Foundation, Inc.  
Business Office

June 5, 2015

**SENT VIA FEDERAL EXPRESS**

Dr. Kahoru "Kalu" Watanabe, CEO  
Cool Flow Dynamics, Inc.  
4457 Sandpine Lane  
Sarasota, FL 34241

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

RE: Exclusive License Agreement No. A13553 between the University of Florida Research Foundation, Inc. and Cool Flow Dynamics, Inc. effective July 2, 2014.

Dear Dr. Watanabe;

Thank you for your email correspondence dated April 3, 2015 in which you notified UFRF of Cool Flow Dynamics, Inc.'s decision to terminate License Agreement No. A13553.

Pursuant to Section 9.2 of the License Agreement, all rights and privileges granted under the referenced License Agreement terminated on May 31, 2015, sixty (60) days from the date of your request to terminate the Agreement.

Cool Flow currently owes UFRF a total of \$6,070.00 for patent expenses per the payment plan under the License Agreement. Please remit a check for this amount upon receipt of this letter.

Additionally, pursuant to Section 9.6 of the License Agreement, termination of the License Agreement does not release Cool Flow Dynamics, Inc. from the obligations incurred up through the date of termination. Therefore, we will invoice Cool Flow for any additional charges incurred up through the date of termination once we receive an invoice from the attorney.

If you have any questions please contact me at (352) 392-8929.

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  
Greg Neal, UFRF Business Office  
Maureen Upshaw, UFRF Business Office



Research Foundation, Inc.  
Business Office

March 22, 2016

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

**SENT VIA FEDERAL EXPRESS**

Kahoru "Kalu" Watanabe, CEO  
Cool Flow Dynamics, Inc.  
4457 Sandpine Lane  
Sarasota, FL 34241  
Ph.: 941.927.8700

RE: Exclusive License Agreement No. A12817 effective March 5, 2014; and Option Agreement No. A14992 effective July 14, 2015; between the University of Florida Research Foundation, Inc. (UFRF) and Cool Flow Dynamics, Inc.

Dear Mr. Watanabe:

Thank you for your correspondence dated March 14, 2016 in which you notified UFRF of Cool Flow Dynamics, Inc.'s decision to terminate the above-referenced License Agreement and Option Agreement.

**Regarding the Option Agreement No. A14992:** the Option is terminated as of March 14, 2016 (the date of your notice of termination).

**Regarding the License Agreement No. A12817:**

Pursuant to Section 9.3 of the License Agreement, all rights and privileges granted under the referenced License Agreement will terminate on May 13, 2016, sixty (60) days from the date of your request to terminate the Agreement.

It is my understanding that Cool Flow currently owes UFRF for previously billed legal expenses totaling \$31,083.40, per the attached report. Please provide payment to UFRF for these outstanding amounts immediately.

Pursuant to Section 9.6 of the License Agreement, termination of the License Agreement does not release Cool Flow from the obligations incurred up through the date of termination. Therefore, we will invoice Cool Flow for any additional charges incurred up through the date of termination once we receive an invoice from the attorney.

Pursuant to Section 9.7 of the License Agreement, please provide to UFRF within ninety (90) days complete and unredacted copies of all documentation prepare for or submitted for all regulatory approvals of Licensed Products and Licensed Processes.

If you have any questions please feel free to contact me at (352) 392-8929.

Sincerely,



David L. Day  
Director of Technology Licensing

Enclosures

cc: Lenny Terry, Assistant Director  
Maureen Upshaw, UFRF Business Office  
Greg Neal, UFRF Business Office  
Subrata Roy (via email: [roy@ufl.edu](mailto:roy@ufl.edu))

## Aged Receivables - All Revenue

Printed Date: 03/18/2016  
 Settlement Date: 03/18/2016

Agreement	Invoice No.	Current	Past Due			Total
			0-30	31-60	61-90	
<b>A12817: Multibarrier Plasma Actuators for High</b>						
Cool Flow Dynamics, Inc.	37434	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.		\$0.00	\$30.00	\$0.00	\$0.00	\$30.00
Cool Flow Dynamics, Inc.	35171	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35182	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35181	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35180	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35179	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35178	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35177	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35176	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35175	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35174	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35173	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.	35183	\$928.40	\$0.00	\$0.00	\$0.00	\$928.40
Cool Flow Dynamics, Inc.	35172	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Cool Flow Dynamics, Inc.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>		<b>\$22,928.40</b>	<b>\$2,030.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,958.40</b>
<b>A13553: Method and Apparatus for Providing</b>						
Cool Flow Dynamics, Inc.	36108	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50
Cool Flow Dynamics, Inc.	38878	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
Cool Flow Dynamics, Inc.	38577	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50
Cool Flow Dynamics, Inc.	36109	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36110	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36111	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36115	\$70.00	\$0.00	\$0.00	\$0.00	\$70.00
Cool Flow Dynamics, Inc.	36114	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36101	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36103	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36104	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Cool Flow Dynamics, Inc.	36106	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>Subtotal:</b>		<b>\$2,570.00</b>	<b>\$500.00</b>	<b>\$500.00</b>	<b>\$55.00</b>	<b>\$4,125.00</b>
<b>A14992: Compact Portable Plasma Reactor</b>						

## Exhibit E



## Aged Receivables - All Revenue

Printed Date: 03/18/2016  
Settlement Date: 03/18/2016

<u>Agreement</u>	<u>Invoice No.</u>	<u>Current</u>	<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>90+</u>	<u>Total</u>
	Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals:		\$25,498.40	\$2,530.00	\$500.00	\$500.00	\$2,055.00	\$31,083.40

## **Exhibit E**



Allison M. Stocker

Akerman LLP  
50 North Laura Street  
Suite 3100  
Jacksonville, FL 32202-3846  
Tel: 904.798.3700  
Fax: 904.798.3730

November 28, 2016

allison.stocker@akerman.com

Via Federal Express and Email

Cool Flow Dynamics, Inc.  
c/o Kahoru "Kalu" Watanabe, CEO and President  
4457 Sandpine Lane  
Sarasota, Florida 34241  
[kaluw@coolflowdynamics.com](mailto:kaluw@coolflowdynamics.com)

Re: Balance of \$32,165.40 due under Option Agreement with Know-How Agreement No. A14992, Standard Exclusive License Agreement with Know How Agreement No. A13553, as amended, and Standard Exclusive License with Know How Agreement No. A12817, as amended (collectively, the "Agreements") between University of Florida Research Foundation, Incorporated ("UFRF") and Cool Flow Dynamics, Inc. ("Cool Flow")

Dear Mr. Watanabe:

This firm represents UFRF under the above-referenced Agreements. Cool Flow is in breach of the Agreements for, among other things, failing to make payments required under the Agreements.

Cool Flow owes UFRF \$32,165.40 for its breach of the Agreements. Interest, attorneys' fees and costs continue to accrue on the unpaid balance. The foregoing amount is immediately due and payable to UFRF. Pursuant to Section 9.7 of the standard exclusive license agreements, Cool Flow must also deliver to UFRF complete and unredacted copies of all documents prepared for and/or submitted for all regulatory approvals of the Licensed Products and/or the Licensed Processes (as those terms are defined in the Agreements).

If, within ten days from the date of this letter, (i) \$32,165.40 plus accrued interest, and attorneys' fees and costs, is not paid in full and (ii) complete copies of all documents submitted for approval of the Licensed Products and/or the Licensed Processes are not delivered to UFRF, UFRF will enforce its rights and remedies under the Agreements. In such event, Cool Flow will be liable for, and UFRF shall seek to recover, all costs incurred in such enforcement and collection efforts, including, but not limited to, attorneys' fees and costs.

akerman.com

(40092309;1)

**Exhibit F**

Cool Flow Dynamics, Inc.  
November 28, 2016  
Page 2

Nothing in this letter is intended, nor shall it be deemed to modify, limit, release, reduce or waive any of UFRF's rights, remedies, and privileges at law or in equity under the Agreements or otherwise, all of which rights, remedies, and privileges are specifically reserved by UFRF. This notice is provided to Cool Flow as a courtesy, and not as an admission that the amount listed above is exact.

Please contact me if you have any questions regarding the amounts required to bring Cool Flow obligations current or the documentation Cool Flow must deliver to UFRF.

Very truly yours,

*Allison Stocker*

Allison M. Stocker

cc (via email): University of Florida Research Foundation, Incorporated