

AMENDED LICENSE AGREEMENT

This *AMENDED LICENSE AGREEMENT* ("Agreement") is entered into between **STARLITE Holdings, Inc., a Nevis corporation, #6 Solomon's Arcade, Main Street, Charleston, Nevis, ("STARLITE ")**, with its principal place of business and **Glenda E. Johnson (a sole proprietor business) ("Glenda")**, the Utah address of which is 2730 West 4000 South, Utah 84624, effective the 1st day of August, 2018.

WHEREAS:

A. STARLITE has developed certain proprietary solar energy collection, biomass energy production, and bladeless turbine technologies (the "STARLITE Technology" as further defined below) that harness solar energy and biomass energy and has developed a number of products utilizing the STARLITE Technology (the "STARLITE Products" as further defined below);

B. STARLITE owns or controls certain patents, know-how, trademarks and other intellectual property relating to the STARLITE Technology and the STARLITE Products;

C. GLENDA is engaged in the business of manufacturing and wholesaling renewable energy project and biomass energy project products and components for use in generating clean and sustainable energy, including electrical energy;

D. STARLITE and GLENDA desire to enter into an-exclusive agreement whereby GLENDA shall manufacture and wholesale renewable energy and biomass energy products and components, namely STARLITE Products defined hereinafter, utilizing STARLITE Technology, such agreement providing for STARLITE to retain, the agreement to be-exclusive in regard to the rights granted to GLENDA by STARLITE ;

E. For the consideration set forth below, STARLITE is willing to grant to GLENDA, and GLENDA desires to obtain from STARLITE , certain exclusive rights and licenses with respect to the STARLITE Solar Technology, STARLITE Biomass Technology, and STARLITE Products;

F. Subject to the terms and provisions set forth in this Agreement, STARLITE is willing to supply GLENDA with all technical plans and specifications necessary for the implementation of the STARLITE Technology and for the manufacturing and fabrication of the STARLITE Products by GLENDA, such technical plans and specifications being kept strictly confidential by GLENDA.

G. STARLITE and GLENDA may have previously entered into one or more License Agreements, and, if so, they desire to supersede and replace such prior agreements by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STARLITE and GLENDA hereby agree as follows:

ARTICLE I.

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out in this Article I unless the context clearly and unambiguously dictates otherwise.

- 1.1. "Affiliate" of a Party shall mean any person, corporation or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, comes to control, or is under common control with such Party, as the case may be. As used in this Section 1.1, "control" shall mean: (i) to possess, directly or indirectly, the power to direct the management and policies of such person, corporation or other entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (ii) direct or indirect beneficial ownership of at least fifty percent (50%) (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting share capital in such person, corporation or other entity.
- 1.2. "Business Day" shall mean a day other than a (i) Saturday, (ii) Sunday or (iii) federal public holiday. For the avoidance of doubt, references in this Agreement to "days" shall mean calendar days.
- 1.3. "Commercialization Studies" shall mean any commercialization studies in support of GLENDA's manufacturing and wholesale of the STARLITE Products.
- 1.4. "Commercially Reasonable Efforts" means those diligent efforts and resources, with respect to a particular Party, at the relevant point in time, that are comparable to those generally used by that Party, in good faith, in the exercise of its reasonable and prudent business judgment. Such Commercially Reasonable Efforts shall include, without limitation, comparable efforts with respect to (i) promptly assigning responsibility for development and commercialization activities to specific employees who are held accountable for progress and monitoring such progress on an on-going basis, (ii) setting and consistently seeking to achieve specific and meaningful objectives and timelines for carrying out such development and commercialization activities, and (iii) consistently making and implementing decisions and allocating resources designed to advance progress with

respect to such objectives and timelines.

- 1.5. "Confidentiality Agreement" shall mean Article VII of this Agreement as well as any separate confidentiality agreement or non-disclosure agreement that may be entered into by the Parties at any time.
- 1.6. "Data" shall mean, any and all research data, performance data, manufacturing data and/or all regulatory documentation, information and submissions pertaining to, or made in association with, the STARLITE Products.
- 1.7. "Effective Date" shall mean the date stated above on which this Agreement is effective.
- 1.8. "Grid" shall mean the transmission system for electricity in the United States and Canada.
- 1.9. "STARLITE" shall mean International Automated Systems, Inc.
 - 1.10. "STARLITE Know-How" shall mean all present and future scientific, technical, engineering, manufacturing, regulatory and other information relating to the solar collection technology, the biomass energy production technology, and the bladeless turbine technology, or the STARLITE Products that are owned or controlled by STARLITE as of the Effective Date or during the Term of this Agreement.
- 1.11. "STARLITE Patents" shall mean all present and future Patents owned or controlled by STARLITE, which generically or specifically claim any of the STARLITE Solar Technology, STARLITE Biomass Technology, or STARLITE Products; claim a composition utilizing STARLITE Technology or comprising or incorporating any of the STARLITE Products; claim a use of STARLITE Technology or any of the STARLITE Products; or claim a method for manufacturing any of the STARLITE Products.
- 1.12. "STARLITE Studies" shall mean any studies conducted by STARLITE or other parties regarding the STARLITE Products.
- 1.13. "STARLITE Technology" shall mean all STARLITE Know-How, STARLITE Patents, all technical plans and specifications and designs necessary for the manufacturing and fabrication of the STARLITE Products, and any intellectual property associated with the development of solar energy or biomass energy, including but not limited to the solar collectors, biomass systems, and the bladeless turbine, which are owned or controlled by STARLITE prior to the Effective Date, and all Improvements to STARLITE Technology during the Term of this Agreement, if any.
- 1.14. "Improvements" shall mean any new or useful process, technique, formula, invention or know-how, formulation, or composition of matter relating to or comprising any STARLITE Product, whether patentable or unpatentable, or any improvement, enhancement, modification or derivative work thereof, that

is conceived or first reduced to practice or first demonstrated to have utility during the Term of this Agreement in connection with the Parties' activities under this Agreement.

- 1.15. "Party" shall mean STARLITE or GLENDA individually, and "Parties" shall mean STARLITE and GLENDA collectively.
- 1.16. "Patent(s)" shall mean patents and patent applications, together with all additions, divisions, continuations, continuations-in-part, provisionals, substitution, reissues, re-examination, extensions, registrations, patent term extensions, supplemental protection certificates and renewals of a patent or patent application, and any confirmation patent or registration patent or patent of addition based on any such patent.
- 1.17. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, governmental entity, or other legal entity of any nature whatsoever.
- 1.18. "STARLITE Products" shall mean the STARLITE products set forth on Exhibit "1."
- 1.19. "Product Trademarks" shall mean the trademark(s), if any, owned by STARLITE that are available for use with the STARLITE Products.
- 1.20. "GLENDA" shall mean Glenda Enterprises, Inc.
- 1.21. "Severable Improvements" shall mean an Improvement to the STARLITE Technology that is capable of exploitation independently of the STARLITE Technology owned or controlled by STARLITE as of the Effective Date and during the Term of this Agreement.

- 1.22. "Territory" shall mean the United States of America and Canada.
- 1.23. "Term" shall mean the period described in Section 9.1 of this Agreement.
- 1.24. "Third Party" shall mean any Person other than STARLITE and GLENDA.
- 1.25. "Third Party Technology" means any Patents, know-how, inventions, or other intellectual property owned or controlled by a Third Party.

ARTICLE II.

GRANT OF LICENSE

2.1. Licenses.

2.1.1. Subject to the other terms, limitations and conditions set forth in this Agreement and in consideration for the payments set forth below, STARLITE hereby grants to GLENDA the- exclusive right and license to the STARLITE Technology, in and throughout the Territory, to manufacture, fabricate and wholesale the STARLITE Products for use in the production and sale of electricity into the Grid in and throughout the Territory. The foregoing right and license also apply to any and all modifications, enhancements, variations, and improvements developed for the STARLITE Products for the Territory by or for STARLITE in the future, including under the claims of any patents owned or controlled by STARLITE now or in the future relating directly to the STARLITE Products. In furtherance of same, GLENDA shall have the right to engage subcontractors to manufacture, fabricate and wholesale the STARLITE Products. GLENDA shall be required to engage in a bidding process, at least once every calendar year, to ensure best price and quality for the STARLITE Products in the Territory. In order to ensure that GLENDA can use the license, STARLITE will supply know-how, technical plans and specifications , and any and all additional information necessary to manufacture and fabricate the STARLITE Products. This license shall be non-transferable except as set forth in this Agreement. This license shall only apply to the manufacture, fabrication and wholesale of the STARLITE Products and components thereof. GLENDA acknowledges that the marketing offering for sale, sale, construction, installation, operation and maintenance of solar energy projects and biomass energy projects incorporating STARLITE Technology and STARLITE Products shall be performed of STARLITE . GLENDA is licensed to sale any STARLITE Products manufactured and fabricated by GLENDA to Commercialization of IAS, and to others, at prices determined solely by GLENDA and as agreed between GLENDA and the Commercialization Licenses or other wholesale purchasers.

2.1.2. STARLITE hereby grants to GLENDA an-exclusive license to use the

STARLITE Product Trademarks in GLENDA wholesale and marketing materials. STARLITE reserves the right to use the Product Trademarks in its own marketing materials.

- 2.2. GLENDA Right of Notice of Third Party Licenses. Although STARLITE may attempt to advise GLENDA of its intent to enter into a similar license agreement with a Third Party, STARLITE shall have no obligation to provide any such notice to GLENDA.
- 2.3. Rights Reserved by STARLITE. STARLITE expressly reserves the right to sell or license any STARLITE Product or STARLITE Technology to any Third Party. Except for the-exclusive rights and licenses expressly granted in this Agreement, STARLITE retains all rights under its intellectual property and no additional rights shall be deemed granted to GLENDA by implication, estoppel or otherwise.
- 2.4. Third Party Licenses
 - 2.4.1. If either Party deems it necessary or advisable to obtain a license, or other rights to any Patent that may be or have the potential of being a blocking patent(s), such Party shall notify the other Party in writing. If the other Party agrees, then the Parties shall discuss in good faith the procedure by which the Parties will seek to obtain such license or other rights. Unless otherwise agreed in writing, the Parties shall share the costs equally. Any such license or rights shall be obtained in the name of STARLITE and, if applicable, shall thereafter be subject to this Agreement as provided by Section 2.5.
 - 2.4.2. If the other Party disagrees with the initial assessment that it is necessary or advisable to obtain such license or rights to any Patent referred to in Section 2.4.1, the Party desiring the license shall obtain an opinion of independent patent counsel approved by the other Party (such approval not to be unreasonably withheld or delayed) to review infringement, validity and enforceability of the Patent(s) and the conclusions contained in such opinion shall be binding on both Parties. In the event that in the opinion of such independent patent counsel the identified Patent(s) may reasonably be expected to be held in subsequent legal proceedings to be infringed, valid and enforceable by any one of the activities licensed hereunder to GLENDA, then the Parties shall immediately proceed in the manner provided in Section 2.4.1 as if both Parties had initially agreed to seek the license or other rights.
- 2.5. Third Party Technology. If after the Effective Date STARLITE acquires an assignment of, or license under, Third Party Technology (other than Patents licensed or otherwise acquired pursuant to Section 2.4.1) for use in connection with the research, development, commercialization or manufacture of the STARLITE Products, then STARLITE will promptly provide GLENDA with

written notice of such acquisition and any additional financial terms to which STARLITE would be subject if GLENDA were to exploit a license under such Third Party Technology. If GLENDA desires to obtain such license, the Parties will promptly amend this Agreement to reflect such additional financial terms and to provide that the applicable Patents, know-how, data, or filings will be included in the definition of STARLITE Technology under this Agreement. For the avoidance of doubt, if GLENDA does not desire to obtain such license, such Third Party Technology shall not be included in the definition of STARLITE Technology under this Agreement.

ARTICLE III.

PAYMENTS

- 3.1. Initial License Fee. In consideration for the-exclusive licenses granted hereunder for the STARLITE Technology, GLENDA shall pay to STARLITE a one-time, non-refundable, lump-sum payment in the amount of Five Thousand US Dollars (\$5,000.00) within thirty (30) days of the Effective Date. The initial license fee set forth in this Section 3.1 shall not be refundable or creditable against any future payments by GLENDA to STARLITE under this Agreement.
- 3.2. Annual License Payment. In further consideration for the-exclusive licenses granted hereunder, for any and all gross revenue received by GLENDA during each calendar year for STARLITE Products, or any components or parts thereof, manufactured, fabricated or sold by GLENDA, or for any other products or components incorporating or manufactured, in whole or in part, through the use of STARLITE technology, GLENDA shall pay to STARLITE an Annual License Payment in an amount equal to 10% of the profits. The Annual License Payment shall be paid by GLENDA to STARLITE on or before the Fifteenth (15th) day of January of the following calendar year.
- 3.3. Examination of Records: GLENDA shall provide in electronic form to STARLITE, on or before the Fifteenth (15th) day of January of each year, an Annual Report in Quick Books®, or other electronic format acceptable to STARLITE, itemizing the profits received by GLENDA during the preceding calendar year, and provide to STARLITE, in electronic Quick Books®, or other electronic format acceptable to STARLITE, all data, documentation, reports and ledgers relied upon in producing the report. STARLITE, in its sole discretion, shall have the right to have an accountant, CPA or auditor examine any or all of the financial, accounting, cost, sales and tax records and electronic files and data of GLENDA, to determine the accuracy or inaccuracy of the Annual Report. If STARLITE elects to have such an examination performed, STARLITE shall provide five (5) business days prior written notice to GLENDA and the examination shall be performed during normal business hours. GLENDA shall provide unlimited access to all its financial, accounting, cost, sales and tax records and electronic files and data.

ARTICLE IV.

MANUFACTURING PLAN

- 4.1. Manufacturing Plan. Within thirty six (36) months of the execution of this Agreement, GLENDA shall prepare and deliver to the STARLITE , for its review, a plan for the manufacturing of the STARLITE Products. The plan will outline in as much detail as practicable given the current status of manufacturing development. GLENDA will solicit input from STARLITE for the Manufacturing Plan but will retain the sole and absolute right to decide on the final content and strategy for the Manufacturing Plan.
 - 4.1.1. The Manufacturing Plan shall be supplemented, modified and updated regularly by GLENDA as and when additional relevant data and information become available, but in any event not less frequently than annually. Any fundamental modifications made to the Manufacturing Plan shall be delivered to the STARLITE for review promptly following such modifications, even when such may occur between regularly scheduled meetings.
- 4.2. Responsibilities of GLENDA under the Manufacturing Plan. In addition to the exclusive right to manufacture, fabricate sale and wholesale the STARLITE Products. GLENDA shall have an- exclusive right to engage in, and shall be solely responsible for, all activities set forth in the Manufacturing Plan. As part of the Manufacturing Plan, GLENDA shall:
 - 4.2.1. Conduct the Manufacturing Plan in compliance with all applicable laws;
 - 4.2.2. Use Commercially Reasonable Efforts to manufacture and fabricate the STARLITE Products in accordance with the Manufacturing Plan; and
 - 4.2.3. After the end of each Calendar Year, furnish STARLITE with reasonably detailed summary written reports on all activities conducted by GLENDA under the Manufacturing Plan during such calendar year.
- 4.3. Price of STARLITE Products. GLENDA shall be solely responsible for any decisions and negotiations with relevant wholesale purchasers of STARLITE Products, including STARLITE Commercialization Licensees, regarding price for STARLITE Products which are subject to this Agreement.
- 4.4. Loss of Exclusive License. In the event that GLENDA fails to meet any of the following Manufacturing Objectives, all rights and licenses granted to GLENDA under this Agreement shall immediately, in the sole discretion of STARLITE and upon 365 days written notice ("License Termination Notice") to GLENDA,

terminate, in the sole discretion of STARLITE .

- 4.4.1. Beginning with calendar year 2019, in the event that GLENDA fails to receive, in any calendar year, at least \$1000.00 in gross revenue from the manufacturing, fabricating, and wholesale of STARLITE Products for solar renewable energy projects or biomass energy projects utilizing STARLITE Technology and STARLITE Products, or fails to engage in sufficient transactions which are licensed under this Agreement, in any calendar year, such that the accrued Annual License Payment amount exceeds \$3,000.00, STARLITE may, in its sole discretion, elect to terminate this Agreement by issuing a License Termination Notice as provided above.

ARTICLE V.

PAYMENTS, BOOKS AND RECORDS

- 5.1. Payment Method. All payments under this Agreement shall be made by certified check or by bank wire transfer in immediately available funds to an account, capable of receiving United States Dollars, designated in writing by STARLITE . Payments hereunder will be considered to be made as of the day on which they are received by STARLITE 's designated bank.
 - 5.1.1. Payment Currency: Currency Conversion. Unless otherwise expressly stated in this Agreement, all amounts specified to be payable under this Agreement are in United States Dollars and shall be paid in United States Dollars. Net Sales in countries invoiced in currency other than United States Dollars or, as appropriate, shall be translated to United States Dollars, as necessary, using established exchanges for the translation of foreign currency into United States Dollars.
 - 5.1.2. Fees and Expenses. Each Party shall pay all fees and expenses incurred by such Party in connection with this Agreement, except as otherwise expressly provided herein.
- 5.2. Withholding Taxes. If laws or regulations require withholding by GLENDA of any taxes imposed upon STARLITE or GLENDA on account of any payments paid under this Agreement, such taxes shall be deducted by GLENDA as required by law from such payment and shall be paid by GLENDA to the proper taxing authorities. Official receipts of payment of any withholding tax shall promptly be secured and promptly sent to STARLITE as evidence of such payment. The Parties will cooperate and exercise their reasonable efforts to ensure that any withholding taxes imposed are reduced as far as possible under the provisions of any applicable tax treaty and shall cooperate in filing any forms required for such reduction. STARLITE warrants that STARLITE is resident for tax purposes in the Nevis. GLENDA warrants that GLENDA is resident for tax purposes in the

United States.

- 5.3. Sales Taxes. All amounts to be paid under this Agreement are stated exclusive of any sales, use, value-added, goods and services or other applicable taxes, which shall be invoiced separately.
- 5.4. Records: GLENDA shall keep, and require its Affiliates and to keep, complete, true and accurate books of accounts and records for the purpose of determining the amounts payable to STARLITE and GLENDA pursuant to this Agreement. Such books and records shall be kept for such period of time required by law, but no less than at least five years following the end of the Calendar Quarter to which they pertain. Such records shall be subject to inspection in accordance with Section 3.3.
- 5.5. Late Payments. Any payments or portions thereof due under this Agreement that are not paid by the date such payment is due shall bear interest at an annual rate of eighteen percent (18%), compounded annually, and computed on the basis of a three hundred sixty five (365) day year. The provisions of this Section 5.5 shall in no way limit any other remedies available to STARLITE and GLENDA. The Parties agree that this provision, unless otherwise provided, will not apply to payments that are the result of a subsequent adjustment of an estimated payment, including rebates, adjustments, returns or reconciliations, nor to payments that are the subject matter of a good faith dispute between the Parties.

ARTICLE VI.

EXCLUSIVITY OBLIGATIONS

6.1 GLENDA Commitments. In consideration for the-exclusive license granted to GLENDA by STARLITE in this Agreement, and in consideration of the other covenants, promises, and agreements stated in this Agreement, neither GLENDA nor its Affiliates shall manufacture, fabricate, sale or wholesale solar collection, biomass energy production, or power generation products or technologies other than STARLITE Products or STARLITE Technologies.

ARTICLE VII.

CONFIDENTIALITY

- 7.1. Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that the receiving Party (the "Receiving Party") shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this

Agreement any confidential or proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, electronic, magnetic, or otherwise) which is disclosed to it by the other Party (the "Disclosing Party") including, but not limited to, all information concerning the STARLITE Products, information disclosed by one Party to the other pursuant to the Confidentiality Agreement, the contents of this Agreement and any other technical or business information of whatever nature (collectively, "Confidential Information").

- 7.2. Development Data. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that they shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any Data, results, reports or other know-how directly related to the STARLITE Technology or the STARLITE Products which is generated in the performance of either Party under this Agreement ("Development Data").
- 7.3. Exceptions. The obligations of confidentiality shall not apply to Confidential Information or Development Data that, in each case as demonstrated by competent evidence:
- 7.3.1. Was already known to the Receiving Party or any Affiliate, other than under an obligation of confidentiality, at the time of disclosure;
 - 7.3.2. Was generally available to the public or was otherwise part of the public domain at the time of its disclosure to the Receiving Party;
 - 7.3.3. Became generally available to the public or otherwise part of the public domain after its disclosure by the Disclosing Party and other than through any act or omission of the Receiving Party or any Affiliate in breach of this Agreement;
 - 7.3.4. Was subsequently lawfully disclosed to the Receiving Party or any Affiliate by a Person other than the Disclosing Party, and who, to the best knowledge of the Receiving Party, did not directly or indirectly receive such information from the Disclosing Party under an obligation of confidence; or
 - 7.3.5. Is developed by the Receiving Party or its Affiliate without use of or reference to any information or materials disclosed by the Disclosing Party.
- 7.4. Permitted Disclosures. Upon ten (10) days written notice to the other Parties to this Agreement, each Party hereto may disclose Confidential Information of the other Party and Development Data to its Affiliates and any other Third Parties to the extent such disclosure: (a) is reasonably necessary for the purpose of exercising the rights granted to it under this Agreement; (b) is reasonably necessary to prosecute or defend litigation; (c) is reasonably necessary to comply with applicable

governmental laws or regulations; or (d) is reasonably necessary to submit information to tax or other governmental authorities. If a Party is required by law or regulations to make any such disclosure of Confidential Information of the other Party or Development Data, to the extent it may legally do so, it will give reasonable advance notice to the other Party of such disclosure and, save to the extent inappropriate in the case of patent applications or otherwise, will use its good faith efforts to secure confidential treatment of such Confidential Information or Development Data prior to its disclosure (whether through protective orders or otherwise) and disclose only the minimum amount of Confidential Information or Development Data necessary to comply with the requirement. For all other disclosures of Confidential Information of the other Party or Development Data permitted pursuant to this Section 7.4, including to Affiliates and other Third Parties, a Party shall ensure that the recipient thereof is bound by a written confidentiality agreement as materially protective of such Confidential Information or Development Data as this Article Seven.

- 7.5. Public Announcements. As soon as practicable following the date hereof, the Parties will issue a joint press release announcing the existence of this Agreement. STARLITE grants GLENDA the right to disclose the-exclusive relationship in GLENDA marketing materials.

ARTICLE VIII.

PATENT PROSECUTION AND ENFORCEMENT

8.1. Ownership of intellectual Property.

- 8.1.1. Subject to the licenses granted to GLENDA pursuant to Section 2, STARLITE has, and shall retain all right, title and interest in and to, the STARLITE Technology (including without limitation the STARLITE Patents and STARLITE Know-How).
- 8.1.2. Subject to the licenses granted to GLENDA pursuant to Section 2, STARLITE shall have and retain all right, title and interest in all inventions, discoveries and know-how which are made, conceived by STARLITE or GLENDA, reduced to practice or generated by the employees, agents or other persons acting under the authority of either STARLITE or GLENDA in the course of or as a result of this Agreement, during the term of this Agreement or within five (5) years thereafter.
- 8.1.3. STARLITE shall solely own all right, title and interest in and to any Severable or Non-Severable Improvements. GLENDA shall promptly disclose to STARLITE any and all Severable and Non-Severable Improvements conceived or reduced to practice by GLENDA, its Affiliates or Sublicensees, or any of its or their officers, directors, employees, consultants or other personnel at any time during the term of this Agreement

or within five (5) years thereafter, or within five (5) years of termination of this Agreement, in exercising any rights or performing any obligation under this Agreement. All Severable Improvements and all Non-Severable Improvements shall be the exclusive property of STARLITE , and GLENDA shall take, and shall cause its Affiliates and Sublicensees to take, appropriate steps to ensure that its, or their officers, directors, employees, consultants and all other personnel are obligated to assign to STARLITE all right, title and interest each may have in any such Severable or Non- Severable Improvement and will cooperate to effect the foregoing.

8.2 Other Licenses. Subject to Section 8.1 and the rights reserved or granted under this Agreement, STARLITE can use, and grant-exclusive licenses to use, an invention owned by STARLITE , without the consent of GLENDA and STARLITE has no duty to account to GLENDA for such use or license, and GLENDA hereby waives any right it may have under the laws of any country to require any such consent or accounting.

8.3. Prosecution and Maintenance of STARLITE Patents.

8.3.1.Prosecution. GLENDA shall hold all information disclosed to it under this Agreement as Confidential Information. If STARLITE elects not to undertake the filing, prosecution and/or maintenance of any STARLITE Patents (or, after commencement of such filing, prosecution and/or maintenance, desires to cease the prosecution or the maintenance of any such STARLITE Patents), then STARLITE will notify GLENDA of such election with at least thirty (30) days' prior written notice, identifying the specific STARLITE Patent(s) to which such election pertains and GLENDA will be, at its own expense and discretion, entitled to file, prosecute and/or maintain such STARLITE Patent(s) in the name of STARLITE .

8.3.2.Patent Term Extensions. The Parties will discuss and recommend for which, if any, of the Patents for which patent term extensions should be sought. STARLITE shall have the final decision-making authority whether, at its own expense, to file all applications and take actions necessary to obtain patent term extensions with respect to the STARLITE Products or STARLITE Technology pursuant to statutes, which extensions shall be owned by STARLITE . If STARLITE declines to pursue such patent term extensions, then GLENDA shall have the right at its own expense on behalf of STARLITE to file all such applications and take all such actions necessary to obtain such patent term extensions with respect to the STARLITE Products or STARLITE Technology. In each case, the Parties shall provide reasonable cooperation to the other Party which is seeking to obtain such extensions and additional protection.

8.4. Patent Enforcement. In the event that STARLITE or GLENDA becomes aware of (i) an actual or threatened infringement or misappropriation of any STARLITE Technology by the manufacture, sale, offer for sale or use of any

STARLITE Product or STARLITE Technology ("Infringing Product"), or (ii) an actual or threatened challenge to any STARLITE Patents, that Party shall promptly notify the other Party in writing. STARLITE shall have the first right, but not the obligation, to initiate proceedings or take other appropriate action, at its own expense, against any Third Party taking or threatening to take such action. If STARLITE does not initiate proceedings or take other appropriate action within thirty

(30) days of a request by GLENDA to initiate an enforcement proceeding or defense to a challenge to the STARLITE Patents then GLENDA shall be entitled, without obligation, to initiate infringement proceedings or take other appropriate action against an Infringing Product or STARLITE Patent challenge at its own expense and to include STARLITE as a nominal party plaintiff. The Party conducting such action shall have full control over its conduct, including settlement thereof; *provided*, however, that the Party conducting such action may not settle any such action, or make any admissions or assert any position in such action, in a manner that would materially adversely affect the rights or interests of the other Party whether within or outside the jurisdiction in which the action is brought, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In any event, the Parties shall assist one another and cooperate in any such litigation at the reasonable request of the other Party.

8.5 Cooperation. The Parties shall keep one another informed of the status of their respective activities regarding any litigation or settlement thereof concerning STARLITE Technology and shall assist one another and cooperate in any such litigation at the reasonable request of the other (including, without limitation, joining as a party plaintiff to the extent necessary and requested in writing by the other Party).

8.6. Infringement of Third Party Intellectual Property. In the event any action is taken by a Third Party against GLENDA or any Affiliate on the basis of alleged infringement of a Patent of such Third Party or of misappropriation of the know-how of a Third Party, GLENDA shall promptly inform STARLITE and GLENDA shall be entitled at GLENDA' expense to take whatever reasonable action it considers necessary or useful and STARLITE will provide any and all reasonable assistance, free of charge, to GLENDA. STARLITE shall also have the right, but not the obligation, to participate in any legal proceedings in connection with such action at its own expense and make recommendations to GLENDA concerning such action. GLENDA will consider in good faith all reasonable suggestions of STARLITE with respect thereto, and agrees to keep STARLITE informed of the course such action or legal proceedings with respect thereto. GLENDA shall control the legal proceedings, including the right to enter into any settlement, in order to be able to resume the exercise of the rights granted to GLENDA under the terms of this Agreement; *provided*, however, that GLENDA may not settle any such action, or make any admissions or assert any position in such action, in a manner that would adversely affect the rights or interests of STARLITE, or make any financial payment without the prior written consent of STARLITE, which consent shall not be unreasonably withheld

or delayed.

8.7. Patent Marking. GLENDA agrees to mark, and have its Affiliates, mark, all patented STARLITE Products they sell or distribute pursuant to this Agreement in accordance with the applicable patent statutes and regulations in the country or countries of sale thereof

ARTICLE IX.

TERM AND TERMINATION

9.1. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 9.2, shall continue until the later of (a) the thirtieth (30th) anniversary of the Effective Date, and (b) the date on which GLENDA ceases to continue to market, promote, distribute, import or sell the STARLITE Products or to otherwise use the STARLITE Technology (the "Term").

9.2. Early Termination. Each Party shall have the right to terminate this Agreement in its entirety before the end of the Term;

9.2.1. By mutual written agreement of the Parties;

9.2.2. Upon written notice by either Party as described below if the other Party is in material breach of this Agreement and has not cured such breach within the time period identified below after notice from the terminating Party requesting cure of the breach; provided, however, in the event of a good faith dispute with respect to the existence of a material breach, the cure period shall be tolled until such time as the dispute is resolved pursuant to Article III; and provided that the terminating Party has given the defaulting Party the following opportunities to remedy any breach:

9.2.3. The written notice of breach referenced above shall detail the specific obligation under this Agreement which is alleged to have been breached; the manner of such alleged breach; and the steps which must be taken in order to remedy such breach; and

9.2.4. The terminating Party has provided the defaulting Party sixty (60) days in which to complete any steps which might be taken to remedy the breach, as stated in the notification of breach; or

9.2.5. Upon the bankruptcy or insolvency, or the filing of an action to commence insolvency proceedings against the other Party, or the making or seeking to make or arrange an assignment for the benefit of creditors

of the other Party, or the initiation of proceedings in voluntary or involuntary bankruptcy, or the appointment of a receiver or trustee of such Party' s property that is not discharged within ninety (90) days.

- 9.3 Termination of-exclusive Rights and License. The-exclusive rights and licenses granted to GLENDA under this Agreement are subject to the commercialization requirements and conversion provisions of paragraph 4.4 above.
- 9.4 Involuntary Termination of Glenda E.Johnson as President of GLENDA. Notwithstanding any other provision of this Agreement to the contrary, in the event of the involuntary termination of Glenda E. Johnson as the President of GLENDA, other than in the event of her death, STARLITE shall have the right, in its sole discretion, upon 60 days written notice to GLENDA, to terminate the-exclusive rights and licenses granted to GLENDA under this Agreement.

ARTICLE X.

EFFECT OF TERMINATION

- 10.1. Accrued Obligations. The termination of this Agreement, in whole or part, for any reason shall not release either Party from any liability which, at the time of such termination, has already accrued to such Party or which is attributable to a period prior to such termination, nor will any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement.
- 10.2. Rights Terminated. Notwithstanding any other provision of this Agreement, following the effective date of termination, GLENDA ' and its Affiliates' rights with respect to the STARLITE Products STARLITE Technology shall be terminated unless otherwise agreed in writing by the parties.
- 10.3. Continuing Payment Obligations. Any STARLITE Technology used or STARLITE Product sold or disposed of by GLENDA or an Affiliate of either shall be subject to the applicable payment obligations under Articles III and V above.
- 10.4. No Renewal, Extension or Waiver. Acceptance by STARLITE of any payment from GLENDA after the notice or effective date of termination of this Agreement shall not be construed as a renewal or extension hereof, or as a waiver of termination of this Agreement.

ARTICLE XI.

REPRESENTATIONS, WARRANTIES AND COVENANTS

- 11.1. General Representations. Each Party hereby represents and warrants to the other Party, as of the Effective Date, as follows:

11.1.1. Duly Organized. Such Party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and is qualified, or within ninety (90) days of the Effective Date of this Agreement shall become qualified, to do business and is in good standing, or within ninety (90) days of the Effective Date of this Agreement shall attain good standing, as a foreign corporation or limited liability company in each jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification and failure to have such would prevent such Party from performing its obligations under this Agreement.

11.1.2. Due Execution Binding Agreement. This Agreement is a legal and valid obligation binding on such Party and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary corporate action and do not and will not: (i) require any consent or approval of its stockholders; (ii) to such Party's knowledge and belief, violate any law, rule, regulation, order, writ, judgment, decree, determination or award of any court, governmental body or administrative or other agency having jurisdiction over such Party; nor (iii) conflict with, or constitute a default under, any agreement, instrument or understanding, oral or written, to which such Party is a party or by which it is bound.

11.1.3. Consents. Such Party has obtained, or is not required to obtain, the consent, approval, order or authorization of any Third Party, or has completed, or is not required to complete any registration, qualification, designation, declaration, or filing with, any Regulatory Authority or governmental authority, in connection with the execution and delivery of this Agreement and the performance by such Party of its obligations under this Agreement.

11.2. Representations and Warranties of STARLITE. STARLITE represents and warrants to GLENDA that, as of the Effective Date:

11.2.1. It has the full right and authority to grant the rights and licenses provided herein;

11.2.2. STARLITE is the exclusive owner or licensee of all right, title and interest in the STARLITE Technology and, specifically, the STARLITE Patents. To the best of STARLITE's knowledge, the issued claims in the STARLITE Patents are valid and enforceable, and the patent applications have been duly filed or will be filed at an appropriate time by STARLITE or its licensor;

11.2.3. To the best of IAS's knowledge, neither the development, use, sale or import of the STARLITE Products or STARLITE Technology, infringes any Third Party's valid patents or constitutes a

misappropriation of a Third Party's trade secrets or other intellectual property rights;

11.2.4. To STARLITE 's knowledge, there is no actual, pending, alleged or threatened product liability action nor intellectual property right litigation in relation to the STARLITE Technology or STARLITE Products;

11.2.5. STARLITE has not failed to furnish GLENDA with any information requested by GLENDA, or intentionally concealed from GLENDA, any information in its possession which STARLITE reasonably believes would be material to GLENDA's decision to enter into this Agreement and undertake the commitments and obligations set forth herein.

11.3. Representations and Warranties of GLENDA. GLENDA represents and warrants to STARLITE and GLENDA that, as of the Effective Date:

11.3.1. It has the full right and authority to enter into this Agreement and to grant the rights granted herein.

11.3.2. GLENDA has not failed to furnish STARLITE with any information requested by STARLITE , or intentionally concealed from STARLITE , any information in its possession which GLENDA reasonably believes would be material to STARLITE 's decision to enter into this Agreement and undertake the commitments and obligations set forth herein.

11.4. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR ANY OTHER AGREEMENT CONTEMPLATED HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, VALIDITY AND ENFORCEABILITY OF PATENTS, OR THE PROSPECTS OR LIKELIHOOD OF DEVELOPMENT OR COMMERCIAL SUCCESS OF THE STARLITE PRODUCTS. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS, LOSS OF DATA, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION AND ARISING IN ANYWAY OUT OF THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL NOT LIMIT EITHER PARTY'S OBLIGATIONS TO THE OTHER PARTY UNDER SECTION XII OF THIS AGREEMENT.

ARTICLE XII.

INDEMNIFICATION

- 12.1. Indemnification of STARLITE. GLENDA shall indemnify and hold harmless each of STARLITE, its Affiliates and the directors, officers, shareholders, owners, members, managers, employees, attorneys, and insurers of such entities, and the successors and assigns of any of the foregoing (the "STARLITE Indemnitees"), from and against any and all liabilities, damages, penalties, fines, costs and expenses (including, reasonable attorneys' fees and other expenses of litigation) ("Liabilities") from any claims, actions, suits or proceedings brought by a Third Party (a "Third Party Claim") incurred by any STARLITE Indemnitee, arising from, or occurring as a result of: (a) manufacturing, fabricating, marketing, offering for sale, sale, or wholesale of any STARLITE Products by GLENDA or its Affiliates, including any Products Liability Claim; or (b) any material breach of any representations, warranties or covenants by GLENDA under this Agreement; except to the extent such Third Party Claims fall within the scope of the indemnification obligations of STARLITE set forth in Section 12.2, below, or result from the willful misconduct of an STARLITE Indemnitee.
- 12.2. Indemnification of GLENDA. STARLITE shall indemnify and hold harmless each of GLENDA, its Affiliates, and the directors, officers, shareholders, owners, members, managers, employees, attorneys, and insurers of such entities, and the successors and assigns of any of the foregoing (the "GLENDA Indemnitees"), from and against any and all Liabilities from any Third Party Claims incurred by any GLENDA Indemnitee, arising from, or occurring as a result of: (a) the use of the Product Trademarks by GLENDA in the Territory in accordance with this Agreement, and (b) any material breach of any representations, warranties or covenants by STARLITE under this Agreement, except to the extent such Third Party Claims falls within the scope of the indemnification obligations of GLENDA set forth in Section 12.1 above, or result from the gross negligence or willful misconduct of an GLENDA Indemnitee.
- 12.3. Procedure. A Party that intends to claim indemnification under this Article XII (the "Indemnitee") shall promptly notify the other Party (the "Indemnitor") in writing of any Third Party Claim, in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense and/or settlement thereof. The indemnity arrangement in this Section 12 shall not apply to amounts paid in settlement of any action with respect to a Third Party Claim, if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any action with respect to a Third Party Claim shall only relieve the Indemnitor of its indemnification obligations under this Article XII if and to the extent the Indemnitor is actually prejudiced thereby. The Indemnitee shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action with respect to a Third Party Claim covered by this indemnification.

12.4. Product Liability Claims. GLENDA hereby expressly acknowledges and agrees that it shall be solely responsible for any and all Product Liability Claims related to or arising out of any product manufactured , fabricated, marketed, offered for sale, or sold, in whole or in part by or on behalf of GLENDA. GLENDA shall be solely responsible for complying with all federal, state or foreign laws, regulations, standards, requirements and guidelines regarding the manufacturing, fabricating, marketing, offering for sale, or sale of any product utilizing or embodying STARLITE Technology or any of the STARLITE Products. GLENDA hereby expressly acknowledges and agrees that STARLITE has made no representations regarding the safety of any STARLITE Product or regarding the compliance of any STARLITE Technology or any STARLITE Product with any federal, state or foreign law or regulation, or with any design or safety standard or requirement , GLENDA having the sole obligation to make all assessments and evaluations regarding the adequacy of the design and the safety of the STARLITE Products, and regarding the compliance for any product manufactured, fabricated, marketed, offered for sale, or sold, in whole or in part by or on behalf of GLENDA, with applicable federal, state or foreign law or regulation, and with all applicable design and safety standards and requirements.

ARTICLE XIII.

DISPUTE RESOLUTION

- 13.1. Dispute Resolution Process. The Parties recognize that disputes as to certain matters may from time to time arise during the Term of this Agreement that relate to a Party's rights and/or obligations hereunder. If the Parties cannot resolve any such dispute within thirty (30) days after written notice of a dispute from one Party to another, either Party may pursue any remedy available to such Party at law or in equity, subject to the terms and conditions of this Agreement and the other agreements expressly contemplated hereunder.
- 13.2. Governing Law; Litigation; Exclusive Venue. This Agreement and all questions regarding its existence, validity, interpretation, breach or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of Nevis, without reference to its conflicts of law principles. The exclusive venue for any action initiated by any party to this Agreement for any dispute arising under this Agreement, any other agreement expressly contemplated hereunder, or the transactions, events or occurrences related thereto, shall be Nevis, and each of the parties to this Agreement hereby consents to the jurisdiction of such courts.

ARTICLE XIV.

GENERAL
PROVISIONS

- 14.1. Waiver of Breach. The failure of either Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its rights at a later time to enforce such rights. No waiver by either Party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition or term or of another condition or term.
- 14.2. Performance by Affiliates. To the extent that this Agreement imposes obligations on Affiliates of a Party, such Party agrees to cause its Affiliates to perform such obligation. Either Party may use one or more of its Affiliates to perform its obligation hereunder, provided that the Parties will remain liable hereunder for the prompt payment and performance of all their respective obligations hereunder.
- 14.3. Performance by Subcontractors. Either Party may perform any of its obligations or exercise any of its rights under this Agreement through subcontractors. Such Party shall ensure that all of its subcontractors comply with, and perform its obligations in accordance with, the terms of this Agreement; provided, however, that the use of such subcontractors by such Party shall not relieve such Party of its respective obligations under this Agreement.
- 14.4. Modification. No amendment or modification of any provision of this Agreement shall be effective unless in a prior writing signed by both Parties hereto. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by both Parties hereto.
- 14.5. Severability. In the event any provision of this Agreement should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate, in good faith and enter into a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties. All other provisions of this Agreement shall remain in full force and effect in such jurisdiction. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.
- 14.6. Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and cancels all previous express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, in respect to the subject matter hereof. Each of the Parties hereby acknowledges and agrees that any transactions between the Parties relating to the subject matter of this Agreement which may have occurred prior to the Effective Date, if any, shall be subject to the terms and provisions of this Agreement, and that this Agreement shall supersede any prior oral or written agreement relating to transactions which occurred prior to the Effective Date, if any. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall

have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

- 14.7. Language. The language of this Agreement and all activities to be pursued under this Agreement is English. Any and all documents proffered by one Party to the other in fulfillment of any provision of this Agreement shall only be in compliance if in English. Any translation of this Agreement in another language shall be deemed for convenience only and shall never prevail over the original English version. This Agreement is established in the English language.
- 14.8. Notices. Unless otherwise agreed by the Parties in writing or specified in this Agreement, all communications between the Parties relating to, and all written documentation to be prepared and provided under, this Agreement shall be in the English language. Any notice required or permitted under this Agreement shall be in writing in the English language, delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by internationally-recognized courier or sent by registered or certified mail, postage prepaid to the following addresses of the Parties (or such other address for a Party as may be at any time thereafter specified by like notice):

STARLITE LLC.

Attention:Lagrand T.Johnson

1309 N. 550 W.
Pleasant Grove, Utah 84062

STARLITE LLC

Attention:Randal P. Johnson

STARLITE LLC

Attention: Roger Hamblin

GLEND A ENTERPRISES, INC.

Attention: Glenda E. Johnson

2730 West 4000 So

Oasis, UT. 84624

Any such notice shall be deemed to have been given: (a) when delivered if personally delivered; (b) on the next Business Day after dispatch if sent by facsimile or by internationally-recognized overnight courier; and/or (c) on the fifth (5th) Business Day following the date of mailing if sent by mail or other internationally-recognized courier.

Assignment. This Agreement shall be fully assignable by STARLITE , in the sole discretion of STARLITE . This Agreement shall not be assignable or otherwise transferred, nor may any right or obligations hereunder be assigned or transferred, by GLENDA to any Third Party without the prior written an entity that acquires all or a substantial part of the business or assets of GLENDA, whether by merger, acquisition or otherwise, provided that the acquiring Party assumes this Agreement in writing or by operation of law. In addition, either Party shall have the right to assign this Agreement to an Affiliate upon written notice to the non-assigning Party; provided, however, the assigning Party hereby guarantees the performance of this Agreement by such Affiliate. Subject to the foregoing, this Agreement shall inure to the benefit of each Party, its successors and permitted assigns. Any assignment of this Agreement in contravention of this Section 19.10 shall be null and void.

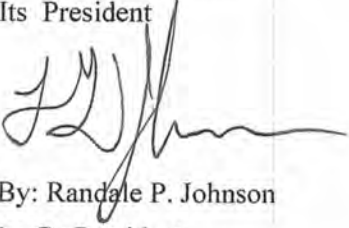
- 14.10. No Partnership or Joint Venture. Nothing in this Agreement or any action which may be taken pursuant to its terms is intended, or shall be deemed, to establish a joint venture or partnership between GLENDA and STARLITE . Neither Party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other Party, or to bind the other Party to any contract, agreement or undertaking with any Third Party.
- 14.11. Interpretation. The captions to the several Articles and Sections of this Agreement are not a part of this Agreement but are included for convenience of reference and shall not affect its meaning or interpretation. In this Agreement: (a) the word "including" shall be deemed to be followed by the phrase "without limitation" or like expression; (b) the singular shall include the plural and vice versa; and (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable. Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under generally accepted accounting principles in the International Financial Reporting Standards consistently applied, but only to the extent consistent with its usage and the other definitions in this Agreement.
- 14.12. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 14.13. Securities Laws. Each of the Parties acknowledges that it is aware that the securities laws of the United States and the securities laws of other countries prohibit any person who has material non-public information about a publicly listed company from purchasing or selling securities of such company or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Each Party agrees to comply with such securities laws and make its Affiliates, Sublicensees , employees and agents aware of the existence of such securities laws and their need to comply with such laws.
- 14.14. Conduct of Activities. As to all matters contained in this Agreement, each Party

shall conduct the activities allocated to it in compliance in all material respects with all applicable laws, rules and regulations.

IN WITNESS WHEREOF, STARLITE and Glenda, have executed this License and Commercialization Agreement as of the Effective Date.

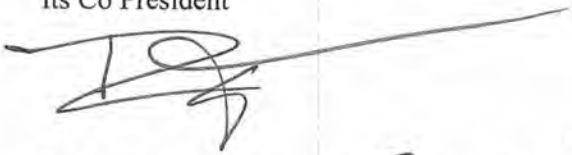
By: Lagrand T. Johnson

Its President



By: Randal P. Johnson

Its Co President



By: Roger Hamblin

Its Co President



Glenda E. Johnson



By: Glenda E. Johnson

AMENDED LICENSE AGREEMENT

This *AMENDED LICENSE AGREEMENT* ("Agreement") is entered into between **Black Knight Enterprises, Inc., a Nevis corporation, #6 Solomon's Arcade, Main Street, Charleston, Nevis, ("BLACK KNIGHT")**, with its principal place of business and **Glenda E. Johnson (a sole proprietor business) ("Glenda")**, the Utah address of which is 2730 West 4000 South, Utah 84624, effective the 1st day of August, 2018.

WHEREAS:

A. BLACK KNIGHT has developed certain proprietary solar energy collection, biomass energy production, and bladeless turbine technologies (the "BLACK KNIGHT Technology" as further defined below) that harness solar energy and biomass energy and has developed a number of products utilizing the BLACK KNIGHT Technology (the "BLACK KNIGHT Products" as further defined below):

B. BLACK KNIGHT owns or controls certain patents, know-how, trademarks and other intellectual property relating to the BLACK KNIGHT Technology and the BLACK KNIGHT Products:

C. GLENDA is engaged in the business of manufacturing and wholesaling renewable energy project and biomass energy project products and components for use in generating clean and sustainable energy, including electrical energy;

D. BLACK KNIGHT and GLENDA desire to enter into an-exclusive agreement whereby GLENDA shall manufacture and wholesale renewable energy and biomass energy products and components, namely BLACK KNIGHT Products defined hereinafter, utilizing BLACK KNIGHT Technology, such agreement providing for BLACK KNIGHT to retain, the agreement to be-exclusive in regard to the rights granted to GLENDA by BLACK KNIGHT:

E. For the consideration set forth below, BLACK KNIGHT is willing to grant to GLENDA, and GLENDA desires to obtain from BLACK KNIGHT, certain exclusive rights and licenses with respect to the BLACK KNIGHT Solar Technology, BLACK KNIGHT Biomass Technology, and BLACK KNIGHT Products;

F. Subject to the terms and provisions set forth in this Agreement, BLACK KNIGHT is willing to supply GLENDA with all technical plans and specifications necessary for the implementation of the BLACK KNIGHT Technology and for the manufacturing and fabrication of the BLACK KNIGHT Products by GLENDA, such technical plans and specifications being kept strictly confidential by GLENDA.

G. BLACK KNIGHT and GLENDA may have previously entered into one or more License Agreements, and, if so, they desire to supersede and replace such prior

agreements by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BLACK KNIGHT and GLENDA hereby agree as follows:

ARTICLE I.

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out in this Article I unless the context clearly and unambiguously dictates otherwise.

- 1.1. "Affiliate" of a Party shall mean any person, corporation or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, comes to control, or is under common control with such Party, as the case may be. As used in this Section 1.1, "control" shall mean: (i) to possess, directly or indirectly, the power to direct the management and policies of such person, corporation or other entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (ii) direct or indirect beneficial ownership of at least fifty percent (50%) (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting share capital in such person, corporation or other entity.
- 1.2. "Business Day" shall mean a day other than a (i) Saturday, (ii) Sunday or (iii) federal public holiday. For the avoidance of doubt, references in this Agreement to "days" shall mean calendar days.
- 1.3. "Commercialization Studies" shall mean any commercialization studies in support of GLENDA's manufacturing and wholesale of the BLACK KNIGHT Products.
- 1.4. "Commercially Reasonable Efforts" means those diligent efforts and resources, with respect to a particular Party, at the relevant point in time, that are comparable to those generally used by that Party, in good faith, in the exercise of its reasonable and prudent business judgment. Such Commercially Reasonable Efforts shall include, without limitation, comparable efforts with respect to (i) promptly assigning responsibility for development and commercialization activities to specific employees who are held accountable for progress and monitoring such progress on an on-going basis, (ii) setting and consistently seeking to achieve specific and meaningful objectives and timelines for carrying out such

development and commercialization activities, and (iii) consistently making and implementing decisions and allocating resources designed to advance progress with respect to such objectives and timelines.

- 1.5. "Confidentiality Agreement" shall mean Article VII of this Agreement as well as any separate confidentiality agreement or non-disclosure agreement that may be entered into by the Parties at any time.
- 1.6. "Data" shall mean, any and all research data, performance data, manufacturing data and/or all regulatory documentation, information and submissions pertaining to, or made in association with, the BLACK KNIGHT Products.
- 1.7. "Effective Date" shall mean the date stated above on which this Agreement is effective.
- 1.8. "Grid" shall mean the transmission system for electricity in the United States and Canada.
- 1.9. "BLACK KNIGHT" shall mean International Automated Systems, Inc.
 - 1.10. "BLACK KNIGHT Know-How" shall mean all present and future scientific, technical, engineering, manufacturing, regulatory and other information relating to the solar collection technology, the biomass energy production technology, and the bladeless turbine technology, or the BLACK KNIGHT Products that are owned or controlled by BLACK KNIGHT as of the Effective Date or during the Term of this Agreement.
 - 1.11. "BLACK KNIGHT Patents" shall mean all present and future Patents owned or controlled by BLACK KNIGHT, which generically or specifically claim any of the BLACK KNIGHT Solar Technology, BLACK KNIGHT Biomass Technology, or BLACK KNIGHT Products; claim a composition utilizing BLACK KNIGHT Technology or comprising or incorporating any of the BLACK KNIGHT Products; claim a use of BLACK KNIGHT Technology or any of the BLACK KNIGHT Products; or claim a method for manufacturing any of the BLACK KNIGHT Products.
 - 1.12. "BLACK KNIGHT Studies" shall mean any studies conducted by BLACK KNIGHT or other parties regarding the BLACK KNIGHT Products.
 - 1.13. "BLACK KNIGHT Technology" shall mean all BLACK KNIGHT Know-How, BLACK KNIGHT Patents, all technical plans and specifications and designs necessary for the manufacturing and fabrication of the BLACK KNIGHT Products, and any intellectual property associated with the development of solar energy or biomass energy, including but not limited to the solar collectors, biomass systems, and the bladeless turbine, which are owned or controlled by BLACK KNIGHT prior to the Effective Date, and all Improvements to BLACK KNIGHT Technology during the Term of this Agreement, if any.

- 1.14. "Improvements" shall mean any new or useful process, technique, formula, invention or know-how, formulation, or composition of matter relating to or comprising any BLACK KNIGHT Product, whether patentable or unpatentable, or any improvement, enhancement, modification or derivative work thereof, that is conceived or first reduced to practice or first demonstrated to have utility during the Term of this Agreement in connection with the Parties' activities under this Agreement.
- 1.15. "Party" shall mean BLACK KNIGHT or GLENDA individually, and "Parties" shall mean BLACK KNIGHT and GLENDA collectively.
- 1.16. "Patent(s)" shall mean patents and patent applications, together with all additions, divisions, continuations, continuations-in-part, provisionals, substitution, reissues, re-examination, extensions, registrations, patent term extensions, supplemental protection certificates and renewals of a patent or patent application, and any confirmation patent or registration patent or patent of addition based on any such patent.
- 1.17. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, governmental entity, or other legal entity of any nature whatsoever.
- 1.18. "BLACK KNIGHT Products" shall mean the BLACK KNIGHT products set forth on Exhibit "1."
- 1.19. "Product Trademarks" shall mean the trademark(s), if any, owned by BLACK KNIGHT that are available for use with the BLACK KNIGHT Products.
- 1.20. "GLENDA" shall mean Glenda Enterprises, Inc.
- 1.21. "Severable Improvements" shall mean an Improvement to the BLACK KNIGHT Technology that is capable of exploitation independently of the BLACK KNIGHT Technology owned or controlled by BLACK KNIGHT as of the Effective Date and during the Term of this Agreement.

- 1.22. "Territory" shall mean the United States of America and Canada.
- 1.23. "Term" shall mean the period described in Section 9.1 of this Agreement.
- 1.24. "Third Party" shall mean any Person other than BLACK KNIGHT and GLENDA.
- 1.25. "Third Party Technology" means any Patents, know-how, inventions, or other intellectual property owned or controlled by a Third Party.

ARTICLE II.

GRANT OF LICENSE

2.1. Licenses.

- 2.1.1. Subject to the other terms, limitations and conditions set forth in this Agreement and in consideration for the payments set forth below, BLACK KNIGHT hereby grants to GLENDA the- exclusive right and license to the BLACK KNIGHT Technology, in and throughout the Territory, to manufacture, fabricate and wholesale the BLACK KNIGHT Products for use in the production and sale of electricity into the Grid in and throughout the Territory. The foregoing right and license also apply to any and all modifications, enhancements, variations, and improvements developed for the BLACK KNIGHT Products for the Territory by or for BLACK KNIGHT in the future, including under the claims of any patents owned or controlled by BLACK KNIGHT now or in the future relating directly to the BLACK KNIGHT Products. In furtherance of same, GLENDA shall have the right to engage subcontractors to manufacture, fabricate and wholesale the BLACK KNIGHT Products. GLENDA shall be required to engage in a bidding process, at least once every calendar year, to ensure best price and quality for the BLACK KNIGHT Products in the Territory. In order to ensure that GLENDA can use the license, BLACK KNIGHT will supply know-how, technical plans and specifications , and any and all additional information necessary to manufacture and fabricate the BLACK KNIGHT Products. This license shall be non-transferable except as set forth in this Agreement. This license shall only apply to the manufacture, fabrication and wholesale of the BLACK KNIGHT Products and components thereof. GLENDA acknowledges that the marketing offering for sale, sale, construction, installation, operation and maintenance of solar energy projects and biomass energy projects incorporating BLACK KNIGHT Technology and BLACK KNIGHT Products shall be performed of BLACK KNIGHT. GLENDA is licensed to sale any BLACK KNIGHT Products manufactured and fabricated by GLENDA to Commercialization of IAS, and to others, at prices determined solely by GLENDA and as agreed between GLENDA and the Commercialization Licenses or other wholesale purchasers.

- 2.1.2. BLACK KNIGHT hereby grants to GLENDA an-exclusive license to use the BLACK KNIGHT Product Trademarks in GLENDA wholesale and marketing materials. BLACK KNIGHT reserves the right to use the Product Trademarks in its own marketing materials.
- 2.2. GLENDA Right of Notice of Third Party Licenses. Although BLACK KNIGHT may attempt to advise GLENDA of its intent to enter into a similar license agreement with a Third Party, BLACK KNIGHT shall have no obligation to provide any such notice to GLENDA.
- 2.3. Rights Reserved by BLACK KNIGHT. BLACK KNIGHT expressly reserves the right to sell or license any BLACK KNIGHT Product or BLACK KNIGHT Technology to any Third Party. Except for the-exclusive rights and licenses expressly granted in this Agreement, BLACK KNIGHT retains all rights under its intellectual property and no additional rights shall be deemed granted to GLENDA by implication, estoppel or otherwise.
- 2.4. Third Party Licenses
- 2.4.1. If either Party deems it necessary or advisable to obtain a license, or other rights to any Patent that may be or have the potential of being a blocking patent(s), such Party shall notify the other Party in writing. If the other Party agrees, then the Parties shall discuss in good faith the procedure by which the Parties will seek to obtain such license or other rights. Unless otherwise agreed in writing, the Parties shall share the costs equally. Any such license or rights shall be obtained in the name of BLACK KNIGHT and, if applicable, shall thereafter be subject to this Agreement as provided by Section 2.5.
- 2.4.2. If the other Party disagrees with the initial assessment that it is necessary or advisable to obtain such license or rights to any Patent referred to in Section 2.4.1, the Party desiring the license shall obtain an opinion of independent patent counsel approved by the other Party (such approval not to be unreasonably withheld or delayed) to review infringement, validity and enforceability of the Patent(s) and the conclusions contained in such opinion shall be binding on both Parties. In the event that in the opinion of such independent patent counsel the identified Patent(s) may reasonably be expected to be held in subsequent legal proceedings to be infringed, valid and enforceable by any one of the activities licensed hereunder to GLENDA, then the Parties shall immediately proceed in the manner provided in Section 2.4.1 as if both Parties had initially agreed to seek the license or other rights.
- 2.5. Third Party Technology. If after the Effective Date BLACK KNIGHT acquires an assignment of, or license under, Third Party Technology (other than Patents licensed or otherwise acquired pursuant to Section 2.4.1) for use in connection with the research, development, commercialization or manufacture of the

BLACK KNIGHT Products, then BLACK KNIGHT will promptly provide GLENDA with written notice of such acquisition and any additional financial terms to which BLACK KNIGHT would be subject if GLENDA were to exploit a license under such Third Party Technology. If GLENDA desires to obtain such license, the Parties will promptly amend this Agreement to reflect such additional financial terms and to provide that the applicable Patents, know-how, data, or filings will be included in the definition of BLACK KNIGHT Technology under this Agreement. For the avoidance of doubt, if GLENDA does not desire to obtain such license, such Third Party Technology shall not be included in the definition of BLACK KNIGHT Technology under this Agreement.

ARTICLE III.

PAYMENTS

- 3.1. Initial License Fee. In consideration for the-exclusive licenses granted hereunder for the BLACK KNIGHT Technology, GLENDA shall pay to BLACK KNIGHT a one-time, non-refundable, lump-sum payment in the amount of Five Thousand US Dollars (\$5,000.00) within thirty (30) days of the Effective Date. The initial license fee set forth in this Section 3.1 shall not be refundable or creditable against any future payments by GLENDA to BLACK KNIGHT under this Agreement.
- 3.2. Annual License Payment. In further consideration for the-exclusive licenses granted hereunder, for any and all gross revenue received by GLENDA during each calendar year for BLACK KNIGHT Products, or any components or parts thereof, manufactured, fabricated or sold by GLENDA, or for any other products or components incorporating or manufactured, in whole or in part, through the use of BLACK KNIGHT technology, GLENDA shall pay to BLACK KNIGHT an Annual License Payment in an amount equal to 10% of the profits. The Annual License Payment shall be paid by GLENDA to BLACK KNIGHT on or before the Fifteenth (15th) day of January of the following calendar year.
- 3.3. Examination of Records: GLENDA shall provide in electronic form to BLACK KNIGHT, on or before the Fifteenth (15th) day of January of each year, an Annual Report in Quick Books®, or other electronic format acceptable to BLACK KNIGHT, itemizing the profits received by GLENDA during the preceding calendar year, and provide to BLACK KNIGHT, in electronic Quick Books®, or other electronic format acceptable to BLACK KNIGHT, all data, documentation, reports and ledgers relied upon in producing the report. BLACK KNIGHT, in its sole discretion, shall have the right to have an accountant, CPA or auditor examine any or all of the financial, accounting, cost, sales and tax records and electronic files and data of GLENDA, to determine the accuracy or inaccuracy of the Annual Report. If BLACK KNIGHT elects to have such an examination performed, BLACK KNIGHT shall provide five (5) business days prior written

notice to GLENDA and the examination shall be performed during normal business hours. GLENDA shall provide unlimited access to all its financial, accounting, cost, sales and tax records and electronic files and data.

ARTICLE IV.

MANUFACTURING PLAN

- 4.1. Manufacturing Plan. Within thirty six (36) months of the execution of this Agreement, GLENDA shall prepare and deliver to the BLACK KNIGHT, for its review, a plan for the manufacturing of the BLACK KNIGHT Products. The plan will outline in as much detail as practicable given the current status of manufacturing development. GLENDA will solicit input from BLACK KNIGHT for the Manufacturing Plan but will retain the sole and absolute right to decide on the final content and strategy for the Manufacturing Plan.
 - 4.1.1. The Manufacturing Plan shall be supplemented, modified and updated regularly by GLENDA as and when additional relevant data and information become available, but in any event not less frequently than annually. Any fundamental modifications made to the Manufacturing Plan shall be delivered to the BLACK KNIGHT for review promptly following such modifications, even when such may occur between regularly scheduled meetings.
- 4.2. Responsibilities of GLENDA under the Manufacturing Plan. In addition to the exclusive right to manufacture, fabricate sale and wholesale the BLACK KNIGHT Products, GLENDA shall have an- exclusive right to engage in, and shall be solely responsible for, all activities set forth in the Manufacturing Plan. As part of the Manufacturing Plan, GLENDA shall:
 - 4.2.1. Conduct the Manufacturing Plan in compliance with all applicable laws;
 - 4.2.2. Use Commercially Reasonable Efforts to manufacture and fabricate the BLACK KNIGHT Products in accordance with the Manufacturing Plan; and
 - 4.2.3. After the end of each Calendar Year, furnish BLACK KNIGHT with reasonably detailed summary written reports on all activities conducted by GLENDA under the Manufacturing Plan during such calendar year.
- 4.3. Price of BLACK KNIGHT Products. GLENDA shall be solely responsible for any decisions and negotiations with relevant wholesale purchasers of BLACK KNIGHT Products, including BLACK KNIGHT Commercialization Licensees, regarding price for BLACK KNIGHT Products which are subject to this Agreement.

4.4. Loss of Exclusive License. In the event that GLENDA fails to meet any of the following Manufacturing Objectives, all rights and licenses granted to GLENDA under this Agreement shall immediately, in the sole discretion of BLACK KNIGHT and upon 365 days written notice ("License Termination Notice") to GLENDA, terminate, in the sole discretion of BLACK KNIGHT.

4.4.1. Beginning with calendar year 2019, in the event that GLENDA fails to receive, in any calendar year, at least \$1000.00 in gross revenue from the manufacturing, fabricating, and wholesale of BLACK KNIGHT Products for solar renewable energy projects or biomass energy projects utilizing BLACK KNIGHT Technology and BLACK KNIGHT Products, or fails to engage in sufficient transactions which are licensed under this Agreement, in any calendar year, such that the accrued Annual License Payment amount exceeds \$3,000.00, BLACK KNIGHT may, in its sole discretion, elect to terminate this Agreement by issuing a License Termination Notice as provided above.

ARTICLE V.

PAYMENTS, BOOKS AND RECORDS

5.1. Payment Method. All payments under this Agreement shall be made by certified check or by bank wire transfer in immediately available funds to an account, capable of receiving United States Dollars, designated in writing by BLACK KNIGHT. Payments hereunder will be considered to be made as of the day on which they are received by BLACK KNIGHT's designated bank.

5.1.1. Payment Currency: Currency Conversion. Unless otherwise expressly stated in this Agreement, all amounts specified to be payable under this Agreement are in United States Dollars and shall be paid in United States Dollars. Net Sales in countries invoiced in currency other than United States Dollars or, as appropriate, shall be translated to United States Dollars, as necessary, using established exchanges for the translation of foreign currency into United States Dollars.

5.1.2. Fees and Expenses. Each Party shall pay all fees and expenses incurred by such Party in connection with this Agreement, except as otherwise expressly provided herein.

5.2. Withholding Taxes. If laws or regulations require withholding by GLENDA of any taxes imposed upon BLACK KNIGHT or GLENDA on account of any payments paid under this Agreement, such taxes shall be deducted by GLENDA as required by law from such payment and shall be paid by GLENDA to the proper taxing authorities. Official receipts of payment of any withholding tax shall promptly be secured and promptly sent to BLACK KNIGHT as evidence of such payment. The Parties will cooperate and exercise their reasonable efforts to

ensure that any withholding taxes imposed are reduced as far as possible under the provisions of any applicable tax treaty and shall cooperate in filing any forms required for such reduction. BLACK KNIGHT warrants that BLACK KNIGHT is resident for tax purposes in the Nevis. GLENDA warrants that GLENDA is resident for tax purposes in the United States.

- 5.3. Sales Taxes. All amounts to be paid under this Agreement are stated exclusive of any sales, use, value-added, goods and services or other applicable taxes, which shall be invoiced separately.
- 5.4. Records: GLENDA shall keep, and require its Affiliates and to keep, complete, true and accurate books of accounts and records for the purpose of determining the amounts payable to BLACK KNIGHT and GLENDA pursuant to this Agreement. Such books and records shall be kept for such period of time required by law, but no less than at least five years following the end of the Calendar Quarter to which they pertain. Such records shall be subject to inspection in accordance with Section 3.3.
- 5.5. Late Payments. Any payments or portions thereof due under this Agreement that are not paid by the date such payment is due shall bear interest at an annual rate of eighteen percent (18%), compounded annually, and computed on the basis of a three hundred sixty five (365) day year. The provisions of this Section 5.5 shall in no way limit any other remedies available to BLACK KNIGHT and GLENDA. The Parties agree that this provision, unless otherwise provided, will not apply to payments that are the result of a subsequent adjustment of an estimated payment, including rebates, adjustments, returns or reconciliations, nor to payments that are the subject matter of a good faith dispute between the Parties.

ARTICLE VI.

EXCLUSIVITY OBLIGATIONS

6.1 GLENDA Commitments. In consideration for the-exclusive license granted to GLENDA by BLACK KNIGHT in this Agreement, and in consideration of the other covenants, promises, and agreements stated in this Agreement, neither GLENDA nor its Affiliates shall manufacture, fabricate, sale or wholesale solar collection, biomass energy production, or power generation products or technologies other than BLACK KNIGHT Products or BLACK KNIGHT Technologies.

ARTICLE VII.

CONFIDENTIALITY

- 7.1. Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that the receiving Party (the "Receiving Party") shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any confidential or proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, electronic, magnetic, or otherwise) which is disclosed to it by the other Party (the "Disclosing Party") including, but not limited to, all information concerning the BLACK KNIGHT Products, information disclosed by one Party to the other pursuant to the Confidentiality Agreement, the contents of this Agreement and any other technical or business information of whatever nature (collectively, "Confidential Information").
- 7.2. Development Data. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that they shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any Data, results, reports or other know-how directly related to the BLACK KNIGHT Technology or the BLACK KNIGHT Products which is generated in the performance of either Party under this Agreement ("Data").
- 7.3. Exceptions. The obligations of confidentiality shall not apply to Confidential Information or Development Data that, in each case as demonstrated by competent evidence:
 - 7.3.1. Was already known to the Receiving Party or any Affiliate, other than under an obligation of confidentiality, at the time of disclosure;
 - 7.3.2. Was generally available to the public or was otherwise part of the public domain at the time of its disclosure to the Receiving Party;
 - 7.3.3. Became generally available to the public or otherwise part of the public domain after its disclosure by the Disclosing Party and other than through any act or omission of the Receiving Party or any Affiliate in breach of this Agreement;
 - 7.3.4. Was subsequently lawfully disclosed to the Receiving Party or any Affiliate by a Person other than the Disclosing Party, and who, to the best knowledge of the Receiving Party, did not directly or indirectly receive such information from the Disclosing Party under an obligation of confidence; or
 - 7.3.5. Is developed by the Receiving Party or its Affiliate without use of or reference to any information or materials disclosed by the Disclosing Party.
- 7.4. Permitted Disclosures. Upon ten (10) days written notice to the other Parties to this

Agreement, each Party hereto may disclose Confidential Information of the other Party and Development Data to its Affiliates and any other Third Parties to the extent such disclosure: (a) is reasonably necessary for the purpose of exercising the rights granted to it under this Agreement; (b) is reasonably necessary to prosecute or defend litigation; (c) is reasonably necessary to comply with applicable governmental laws or regulations; or (d) is reasonably necessary to submit information to tax or other governmental authorities. If a Party is required by law or regulations to make any such disclosure of Confidential Information of the other Party or Development Data, to the extent it may legally do so, it will give reasonable advance notice to the other Party of such disclosure and, save to the extent inappropriate in the case of patent applications or otherwise, will use its good faith efforts to secure confidential treatment of such Confidential Information or Development Data prior to its disclosure (whether through protective orders or otherwise) and disclose only the minimum amount of Confidential Information or Development Data necessary to comply with the requirement. For all other disclosures of Confidential Information of the other Party or Development Data permitted pursuant to this Section 7.4, including to Affiliates and other Third Parties, a Party shall ensure that the recipient thereof is bound by a written confidentiality agreement as materially protective of such Confidential Information or Development Data as this Article Seven.

- 7.5. Public Announcements. As soon as practicable following the date hereof, the Parties will issue a joint press release announcing the existence of this Agreement. BLACK KNIGHT grants GLENDA the right to disclose the-exclusive relationship in GLENDA marketing materials.

ARTICLE VIII.

PATENT PROSECUTION AND ENFORCEMENT

8.1. Ownership of intellectual Property.

- 8.1.1. Subject to the licenses granted to GLENDA pursuant to Section 2, BLACK KNIGHT has, and shall retain all right, title and interest in and to, the BLACK KNIGHT Technology (including without limitation the BLACK KNIGHT Patents and BLACK KNIGHT Know-How).
- 8.1.2. Subject to the licenses granted to GLENDA pursuant to Section 2, BLACK KNIGHT shall have and retain all right, title and interest in all inventions, discoveries and know-how which are made, conceived by BLACK KNIGHT or GLENDA, reduced to practice or generated by the employees, agents or other persons acting under the authority of either BLACK KNIGHT or GLENDA in the course of or as a result of this Agreement, during the term of this Agreement or within five (5) years thereafter.
- 8.1.3. BLACK KNIGHT shall solely own all right, title and interest in and to any

Severable or Non-Severable Improvements. GLENDA shall promptly disclose to BLACK KNIGHT any and all Severable and Non-Severable Improvements conceived or reduced to practice by GLENDA, its Affiliates or Sublicensees, or any of its or their officers, directors, employees, consultants or other personnel at any time during the term of this Agreement or within five (5) years thereafter, or within five (5) years of termination of this Agreement, in exercising any rights or performing any obligation under this Agreement. All Severable Improvements and all Non-Severable Improvements shall be the exclusive property of BLACK KNIGHT, and GLENDA shall take, and shall cause its Affiliates and Sublicensees to take, appropriate steps to ensure that its, or their officers, directors, employees, consultants and all other personnel are obligated to assign to BLACK KNIGHT all right, title and interest each may have in any such Severable or Non-Severable Improvement and will cooperate to effect the foregoing.

8.2 Other Licenses. Subject to Section 8.1 and the rights reserved or granted under this Agreement, BLACK KNIGHT can use, and grant-exclusive licenses to use, an invention owned by BLACK KNIGHT, without the consent of GLENDA and BLACK KNIGHT has no duty to account to GLENDA for such use or license, and GLENDA hereby waives any right it may have under the laws of any country to require any such consent or accounting.

8.3. Prosecution and Maintenance of BLACK KNIGHT Patents.

8.3.1. Prosecution. GLENDA shall hold all information disclosed to it under this Agreement as Confidential Information. If BLACK KNIGHT elects not to undertake the filing, prosecution and/or maintenance of any BLACK KNIGHT Patents (or, after commencement of such filing, prosecution and/or maintenance, desires to cease the prosecution or the maintenance of any such BLACK KNIGHT Patents), then BLACK KNIGHT will notify GLENDA of such election with at least thirty (30) days' prior written notice, identifying the specific BLACK KNIGHT Patent(s) to which such election pertains and GLENDA will be, at its own expense and discretion, entitled to file, prosecute and/or maintain such BLACK KNIGHT Patent(s) in the name of BLACK KNIGHT.

8.3.2. Patent Term Extensions. The Parties will discuss and recommend for which, if any, of the Patents for which patent term extensions should be sought. BLACK KNIGHT shall have the final decision-making authority whether, at its own expense, to file all applications and take actions necessary to obtain patent term extensions with respect to the BLACK KNIGHT Products or BLACK KNIGHT Technology pursuant to statutes, which extensions shall be owned by BLACK KNIGHT. If BLACK KNIGHT declines to pursue such patent term extensions, then GLENDA shall have the right at its own expense on behalf of BLACK KNIGHT to file all such applications and take all such actions necessary to obtain such patent term extensions with respect to the BLACK KNIGHT Products or BLACK KNIGHT Technology. In

each case, the Parties shall provide reasonable cooperation to the other Party which is seeking to obtain such extensions and additional protection.

8.4. Patent Enforcement. In the event that BLACK KNIGHT or GLENDA becomes aware of (i) an actual or threatened infringement or misappropriation of any BLACK KNIGHT Technology by the manufacture, sale, offer for sale or use of any BLACK KNIGHT Product or BLACK KNIGHT Technology ("Infringing Product"), or (ii) an actual or threatened challenge to any BLACK KNIGHT Patents, that Party shall promptly notify the other Party in writing. BLACK KNIGHT shall have the first right, but not the obligation, to initiate proceedings or take other appropriate action, at its own expense, against any Third Party taking or threatening to take such action. If BLACK KNIGHT does not initiate proceedings or take other appropriate action within thirty (30) days of a request by GLENDA to initiate an enforcement proceeding or defense to a challenge to the BLACK KNIGHT Patents then GLENDA shall be entitled, without obligation, to initiate infringement proceedings or take other appropriate action against an Infringing Product or BLACK KNIGHT Patent challenge at its own expense and to include BLACK KNIGHT as a nominal party plaintiff. The Party conducting such action shall have full control over its conduct, including settlement thereof; *provided*, however, that the Party conducting such action may not settle any such action, or make any admissions or assert any position in such action, in a manner that would materially adversely affect the rights or interests of the other Party whether within or outside the jurisdiction in which the action is brought, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In any event, the Parties shall assist one another and cooperate in any such litigation at the reasonable request of the other Party.

8.5 Cooperation. The Parties shall keep one another informed of the status of their respective activities regarding any litigation or settlement thereof concerning BLACK KNIGHT Technology and shall assist one another and cooperate in any such litigation at the reasonable request of the other (including, without limitation, joining as a party plaintiff to the extent necessary and requested in writing by the other Party).

8.6. Infringement of Third Party Intellectual Property. In the event any action is taken by a Third Party against GLENDA or any Affiliate on the basis of alleged infringement of a Patent of such Third Party or of misappropriation of the know-how of a Third Party, GLENDA shall promptly inform BLACK KNIGHT and GLENDA shall be entitled at GLENDA's expense to take whatever reasonable action it considers necessary or useful and BLACK KNIGHT will provide any and all reasonable assistance, free of charge, to GLENDA. BLACK KNIGHT shall also have the right, but not the obligation, to participate in any legal proceedings in connection with such action at its own expense and make recommendations to GLENDA concerning such action. GLENDA will consider in good faith all reasonable suggestions of BLACK KNIGHT with respect thereto, and agrees to

keep BLACK KNIGHT informed of the course such action or legal proceedings with respect thereto. GLENDA shall control the legal proceedings, including the right to enter into any settlement, in order to be able to resume the exercise of the rights granted to GLENDA under the terms of this Agreement; *provided*, however, that GLENDA may not settle any such action, or make any admissions or assert any position in such action, in a manner that would adversely affect the rights or interests of BLACK KNIGHT, or make any financial payment without the prior written consent of BLACK KNIGHT, which consent shall not be unreasonably withheld or delayed.

8.7. Patent Marking. GLENDA agrees to mark, and have its Affiliates, mark, all patented BLACK KNIGHT Products they sell or distribute pursuant to this Agreement in accordance with the applicable patent statutes and regulations in the country or countries of sale thereof

ARTICLE IX.

TERM AND TERMINATION

9.1. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 9.2, shall continue until the later of (a) the thirtieth (30th) anniversary of the Effective Date, and (b) the date on which GLENDA ceases to continue to market, promote, distribute, import or sell the BLACK KNIGHT Products or to otherwise use the BLACK KNIGHT Technology (the "Term").

9.2. Early Termination. Each Party shall have the right to terminate this Agreement in its entirety before the end of the Term;

9.2.1. By mutual written agreement of the Parties;

9.2.2. Upon written notice by either Party as described below if the other Party is in material breach of this Agreement and has not cured such breach within the time period identified below after notice from the terminating Party requesting cure of the breach; provided, however, in the event of a good faith dispute with respect to the existence of a material breach, the cure period shall be tolled until such time as the dispute is resolved pursuant to Article III; and provided that the terminating Party has given the defaulting Party the following opportunities to remedy any breach:

9.2.3. The written notice of breach referenced above shall detail the specific obligation under this Agreement which is alleged to have been breached; the manner of such alleged breach; and the steps which must be taken in order to remedy such breach; and

9.2.4. The terminating Party has provided the defaulting Party sixty (60) days in which to complete any steps which might be taken to remedy the breach, as stated in the notification of breach; or

9.2.5. Upon the bankruptcy or insolvency, or the filing of an action to commence insolvency proceedings against the other Party, or the making or seeking to make or arrange an assignment for the benefit of creditors of the other Party, or the initiation of proceedings in voluntary or involuntary bankruptcy, or the appointment of a receiver or trustee of such Party' s property that is not discharged within ninety (90) days.

- 9.3 Termination of-exclusive Rights and License. The-exclusive rights and licenses granted to GLENDA under this Agreement are subject to the commercialization requirements and conversion provisions of paragraph 4.4 above.
- 9.4 Involuntary Termination of Glenda E. Johnson as President of GLENDA. Notwithstanding any other provision of this Agreement to the contrary, in the event of the involuntary termination of Glenda E. Johnson as the President of GLENDA, other than in the event of her death, BLACK KNIGHT shall have the right, in its sole discretion, upon 60 days written notice to GLENDA, to terminate the-exclusive rights and licenses granted to GLENDA under this Agreement.

ARTICLE X.

EFFECT OF TERMINATION

- 10.1. Accrued Obligations. The termination of this Agreement, in whole or part, for any reason shall not release either Party from any liability which, at the time of such termination, has already accrued to such Party or which is attributable to a period prior to such termination, nor will any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement.
- 10.2. Rights Terminated. Notwithstanding any other provision of this Agreement, following the effective date of termination, GLENDA ' and its Affiliates' rights with respect to the BLACK KNIGHT Products BLACK KNIGHT Technology shall be terminated unless otherwise agreed in writing by the parties.
- 10.3. Continuing Payment Obligations. Any BLACK KNIGHT Technology used or BLACK KNIGHT Product sold or disposed of by GLENDA or an Affiliate of either shall be subject to the applicable payment obligations under Articles III and V above.
- 10.4. No Renewal, Extension or Waiver. Acceptance by BLACK KNIGHT of any payment from GLENDA after the notice or effective date of termination of this Agreement shall not be construed as a renewal or extension hereof, or as a waiver of termination of this Agreement.

ARTICLE XI.

REPRESENTATIONS, WARRANTIES AND COVENANTS

- 11.1. General Representations. Each Party hereby represents and warrants to the other Party, as of the Effective Date. as follows:

11.1.1. Duly Organized. Such Party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and is qualified, or within ninety (90) days of the Effective Date of this Agreement shall become qualified, to do business and is in good standing, or within ninety (90) days of the Effective Date of this Agreement shall attain good standing, as a foreign corporation or limited liability company in each jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification and failure to have such would prevent such Party from performing its obligations under this Agreement.

11.1.2. Due Execution Binding Agreement. This Agreement is a legal and valid obligation binding on such Party and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary corporate action and do not and will not: (i) require any consent or approval of its stockholders; (ii) to such Party's knowledge and belief, violate any law, rule, regulation, order, writ, judgment, decree, determination or award of any court, governmental body or administrative or other agency having jurisdiction over such Party; nor (iii) conflict with, or constitute a default under, any agreement, instrument or understanding, oral or written, to which such Party is a party or by which it is bound.

11.1.3. Consents. Such Party has obtained, or is not required to obtain, the consent, approval, order or authorization of any Third Party, or has completed, or is not required to complete any registration, qualification, designation, declaration, or filing with, any Regulatory Authority or governmental authority, in connection with the execution and delivery of this Agreement and the performance by such Party of its obligations under this Agreement.

11.2. Representations and Warranties of BLACK KNIGHT. BLACK KNIGHT represents and warrants to GLENDA that, as of the Effective Date:

11.2.1. It has the full right and authority to grant the rights and licenses provided herein;

11.2.2. BLACK KNIGHT is the exclusive owner or licensee of all right, title and interest in the BLACK KNIGHT Technology and, specifically, the BLACK KNIGHT Patents. To the best of BLACK KNIGHT's knowledge, the issued claims in the BLACK KNIGHT Patents are valid and enforceable, and the patent applications have been duly filed or will be filed at an appropriate time by BLACK KNIGHT or its licensor;

11.2.3. To the best of IAS's knowledge, neither the development, use, sale or import of the BLACK KNIGHT Products or BLACK KNIGHT

Technology, infringes any Third Party's valid patents or constitutes a misappropriation of a Third Party's trade secrets or other intellectual property rights;

11.2.4. To BLACK KNIGHT's knowledge, there is no actual, pending, alleged or threatened product liability action nor intellectual property right litigation in relation to the BLACK KNIGHT Technology or BLACK KNIGHT Products;

11.2.5. BLACK KNIGHT has not failed to furnish GLENDA with any information requested by GLENDA, or intentionally concealed from GLENDA, any information in its possession which BLACK KNIGHT reasonably believes would be material to GLENDA's decision to enter into this Agreement and undertake the commitments and obligations set forth herein.

11.3. Representations and Warranties of GLENDA. GLENDA represents and warrants to BLACK KNIGHT and GLENDA that, as of the Effective Date:

11.3.1. It has the full right and authority to enter into this Agreement and to grant the rights granted herein.

11.3.2. GLENDA has not failed to furnish BLACK KNIGHT with any information requested by BLACK KNIGHT, or intentionally concealed from BLACK KNIGHT, any information in its possession which GLENDA reasonably believes would be material to BLACK KNIGHT's decision to enter into this Agreement and undertake the commitments and obligations set forth herein.

11.4. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR ANY OTHER AGREEMENT CONTEMPLATED HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, VALIDITY AND ENFORCEABILITY OF PATENTS, OR THE PROSPECTS OR LIKELIHOOD OF DEVELOPMENT OR COMMERCIAL SUCCESS OF THE BLACK KNIGHT PRODUCTS. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS, LOSS OF DATA, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION AND ARISING IN ANYWAY OUT OF THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL NOT LIMIT EITHER PARTY'S OBLIGATIONS TO THE OTHER PARTY UNDER SECTION XII OF THIS AGREEMENT.

ARTICLE XII.

INDEMNIFICATION

12.1. Indemnification of BLACK KNIGHT. GLENDA shall indemnify and hold harmless each of BLACK KNIGHT, its Affiliates and the directors, officers, shareholders, owners, members, managers, employees, attorneys, and insurers of such entities, and the successors and assigns of any of the foregoing (the "BLACK KNIGHT Indemnitees"), from and against any and all liabilities, damages, penalties, fines, costs and expenses (including, reasonable attorneys' fees and other expenses of litigation) ("Liabilities") from any claims, actions, suits or proceedings brought by a Third Party (a "Third Party Claim") incurred by any BLACK KNIGHT Indemnitee, arising from, or occurring as a result of: (a) manufacturing, fabricating, marketing, offering for sale, sale, or wholesale of any BLACK KNIGHT Products by GLENDA or its Affiliates, including any Products Liability Claim; or (b) any material breach of any representations, warranties or covenants by GLENDA under this Agreement; except to the extent such Third Party Claims fall within the scope of the indemnification obligations of BLACK KNIGHT set forth in Section 12.2, below, or result from the willful misconduct of an BLACK KNIGHT Indemnitee.

12.2. Indemnification of GLENDA. BLACK KNIGHT shall indemnify and hold harmless each of GLENDA, its Affiliates, and the directors, officers, shareholders, owners, members, managers, employees, attorneys, and insurers of such entities, and the successors and assigns of any of the foregoing (the "GLENDA Indemnitees"), from and against any and all Liabilities from any Third Party Claims incurred by any GLENDA Indemnitee, arising from, or occurring as a result of: (a) the use of the Product Trademarks by GLENDA in the Territory in accordance with this Agreement, and (b) any material breach of any representations, warranties or covenants by BLACK KNIGHT under this Agreement, except to the extent such Third Party Claims falls within the scope of the indemnification obligations of GLENDA set forth in Section 12.1 above, or result from the gross negligence or willful misconduct of an GLENDA Indemnitee.

12.3. Procedure. A Party that intends to claim indemnification under this Article XII (the "Indemnitee") shall promptly notify the other Party (the "Indemnitor") in writing of any Third Party Claim, in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense and/or settlement thereof. The indemnity arrangement in this Section 12 shall not apply to amounts paid in settlement of any action with respect to a Third Party Claim, if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any action with respect to a Third Party Claim shall only relieve the Indemnitor of its indemnification obligations under this Article XII if and to the extent the Indemnitor is actually prejudiced thereby. The Indemnitee shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action with respect to a Third Party Claim covered by this indemnification.

12.4. Product Liability Claims. GLENDA hereby expressly acknowledges and agrees that it shall be solely responsible for any and all Product Liability Claims related to or arising out of any product manufactured, fabricated, marketed, offered for sale, or sold, in whole or in part by or on behalf of GLENDA. GLENDA shall be solely responsible for complying with all federal, state or foreign laws, regulations, standards, requirements and guidelines regarding the manufacturing, fabricating, marketing, offering for sale, or sale of any product utilizing or embodying BLACK KNIGHT Technology or any of the BLACK KNIGHT Products. GLENDA hereby expressly acknowledges and agrees that BLACK KNIGHT has made no representations regarding the safety of any BLACK KNIGHT Product or regarding the compliance of any BLACK KNIGHT Technology or any BLACK KNIGHT Product with any federal, state or foreign law or regulation, or with any design or safety standard or requirement, GLENDA having the sole obligation to make all assessments and evaluations regarding the adequacy of the design and the safety of the BLACK KNIGHT Products, and regarding the compliance for any product manufactured, fabricated, marketed, offered for sale, or sold, in whole or in part by or on behalf of GLENDA, with applicable federal, state or foreign law or regulation, and with all applicable design and safety standards and requirements.

ARTICLE XIII.

DISPUTE RESOLUTION

- 13.1. Dispute Resolution Process. The Parties recognize that disputes as to certain matters may from time to time arise during the Term of this Agreement that relate to a Party's rights and/or obligations hereunder. If the Parties cannot resolve any such dispute within thirty (30) days after written notice of a dispute from one Party to another, either Party may pursue any remedy available to such Party at law or in equity, subject to the terms and conditions of this Agreement and the other agreements expressly contemplated hereunder.
- 13.2. Governing Law; Litigation; Exclusive Venue. This Agreement and all questions regarding its existence, validity, interpretation, breach or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of Nevis, without reference to its conflicts of law principles. The exclusive venue for any action initiated by any party to this Agreement for any dispute arising under this Agreement, any other agreement expressly contemplated hereunder, or the transactions, events or occurrences related thereto, shall be Nevis, and each of the parties to this Agreement hereby consents to the jurisdiction of such courts.

ARTICLE XIV.

GENERAL
PROVISIONS

- 14.1. Waiver of Breach. The failure of either Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its rights at a later time to enforce such rights. No waiver by either Party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition or term or of another condition or term.
- 14.2. Performance by Affiliates. To the extent that this Agreement imposes obligations on Affiliates of a Party, such Party agrees to cause its Affiliates to perform such obligation. Either Party may use one or more of its Affiliates to perform its obligation hereunder, provided that the Parties will remain liable hereunder for the prompt payment and performance of all their respective obligations hereunder.
- 14.3. Performance by Subcontractors. Either Party may perform any of its obligations or exercise any of its rights under this Agreement through subcontractors. Such Party shall ensure that all of its subcontractors comply with, and perform its obligations in accordance with, the terms of this Agreement; provided, however, that the use of such subcontractors by such Party shall not relieve such Party of its respective obligations under this Agreement.
- 14.4. Modification. No amendment or modification of any provision of this Agreement shall be effective unless in a prior writing signed by both Parties hereto. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by both Parties hereto.
- 14.5. Severability. In the event any provision of this Agreement should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate, in good faith and enter into a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties. All other provisions of this Agreement shall remain in full force and effect in such jurisdiction. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.
- 14.6. Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and cancels all previous express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, in respect to the subject matter hereof. Each of the Parties hereby acknowledges and agrees that any transactions between the Parties relating to the subject matter of this Agreement which may have occurred prior to the Effective Date, if any, shall be subject to the terms and provisions of this Agreement, and that this Agreement shall supersede any prior oral or written agreement relating to transactions which occurred prior to the Effective Date, if any. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall

have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

14.7. Language. The language of this Agreement and all activities to be pursued under this Agreement is English. Any and all documents proffered by one Party to the other in fulfillment of any provision of this Agreement shall only be in compliance if in English. Any translation of this Agreement in another language shall be deemed for convenience only and shall never prevail over the original English version. This Agreement is established in the English language.

14.8. Notices. Unless otherwise agreed by the Parties in writing or specified in this Agreement, all communications between the Parties relating to, and all written documentation to be prepared and provided under, this Agreement shall be in the English language. Any notice required or permitted under this Agreement shall be in writing in the English language, delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by internationally-recognized courier or sent by registered or certified mail, postage prepaid to the following addresses of the Parties (or such other address for a Party as may be at any time thereafter specified by like notice):

Black Knight LLC.

Attention: Lagrand T. Johnson

1309 N. 550 W

Pleasant Grove, Utah 84062

Black Knight LLC

Attention: Randale P. Johnson

Black Knight LLC

Attention: Roger Hamblin

GLEND A ENTERPRISES, INC.

Attention: Glenda E. Johnson

2730 West 4000 So

Oasis, UT. 84624

Any such notice shall be deemed to have been given: (a) when delivered if personally delivered; (b) on the next Business Day after dispatch if sent by facsimile or by internationally-recognized overnight courier; and/or (c) on the fifth (5th) Business Day following the date of mailing if sent by mail or other internationally-recognized courier.

Assignment. This Agreement shall be fully assignable by BLACK KNIGHT, in the sole discretion of BLACK KNIGHT. This Agreement shall not be assignable or otherwise transferred, nor may any right or obligations hereunder be assigned or transferred, by GLENDA to any Third Party without the prior written consent of an entity that acquires all or a substantial part of the business or assets of GLENDA, whether by merger, acquisition or otherwise, provided that the acquiring Party assumes this Agreement in writing or by operation of law. In addition, either Party shall have the right to assign this Agreement to an Affiliate upon written notice to the non-assigning Party; provided, however, the assigning Party hereby guarantees the performance of this Agreement by such Affiliate. Subject to the foregoing, this Agreement shall inure to the benefit of each Party, its successors and permitted assigns. Any assignment of this Agreement in contravention of this Section 19.10 shall be null and void.

- 14.10. No Partnership or Joint Venture. Nothing in this Agreement or any action which may be taken pursuant to its terms is intended, or shall be deemed, to establish a joint venture or partnership between GLENDA and BLACK KNIGHT. Neither Party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other Party, or to bind the other Party to any contract, agreement or undertaking with any Third Party.
- 14.11. Interpretation. The captions to the several Articles and Sections of this Agreement are not a part of this Agreement but are included for convenience of reference and shall not affect its meaning or interpretation. In this Agreement: (a) the word "including" shall be deemed to be followed by the phrase "without limitation" or like expression; (b) the singular shall include the plural and vice versa; and (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable. Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under generally accepted accounting principles in the International Financial Reporting Standards consistently applied, but only to the extent consistent with its usage and the other definitions in this Agreement.
- 14.12. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 14.13. Securities Laws. Each of the Parties acknowledges that it is aware that the securities laws of the United States and the securities laws of other countries prohibit any person who has material non-public information about a publicly listed company from purchasing or selling securities of such company or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Each Party agrees to comply with such securities laws and make its Affiliates, Sublicensees, employees and agents aware of the existence of such securities laws and their need to comply with such laws.
- 14.14. Conduct of Activities. As to all matters contained in this Agreement, each Party

AMENDED LICENSE AGREEMENT

This *AMENDED LICENSE AGREEMENT* ("Agreement") is entered into between **International Automated Systems, Inc.**, a Utah corporation ("**IAS**"), with its principal place of business at 1122 North 1100 East, Spanish Fork, Utah 84660, and **Glenda E. Johnson (a sole proprietor business)** ("**Glenda**"), the Utah address of which is 2730 west 4000 South, Utah 84624, effective the 1st day of August, 2011.

WHEREAS:

- A. IAS has developed certain proprietary solar energy collection, biomass energy production, and bladeless turbine technologies (the "IAS Technology" as further defined below) that harness solar energy and biomass energy and has developed a number of products utilizing the IAS Technology (the "IAS Products" as further defined below);
- B. IAS owns or controls certain patents, know-how, trademarks and other intellectual property relating to the IAS Technology and the IAS Products;
- C. GLENDA is engaged in the business of manufacturing and wholesaling renewable energy project and biomass energy project products and components for use in generating clean and sustainable energy, including electrical energy;
- D. IAS and GLENDA desire to enter into a non-exclusive agreement whereby GLENDA shall manufacture and wholesale renewable energy and biomass energy products and components, namely IAS Products defined hereinafter, utilizing IAS Technology, such agreement providing for IAS to retain the right to enter into other and similar agreements with Third Parties, as defined hereafter, other than GLENDA, the agreement to be non-exclusive in regard to the rights granted to GLENDA by IAS;
- E. For the consideration set forth below, IAS is willing to grant to GLENDA, and GLENDA desires to obtain from IAS, certain non-exclusive rights and licenses with respect to the IAS Solar Technology, IAS Biomass Technology, and IAS Products;
- F. Subject to the terms and provisions set forth in this Agreement, IAS is willing to supply GLENDA with all technical plans and specifications necessary for the implementation of the IAS Technology and for the manufacturing and fabrication of the IAS Products by GLENDA, such technical plans and specifications being kept strictly confidential by GLENDA.
- G. IAS and GLENDA may have previously entered into one or more License Agreements, and, if so, they desire to supersede and replace such prior agreements by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IAS and GLENDA hereby agree as follows:

ARTICLE I.

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out in this Article 1 unless the context clearly and unambiguously dictates otherwise.

- 1.1. "Affiliate" of a Party shall mean any person, corporation or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, comes to control, or is under common control with such Party, as the case may be. As used in this Section 1.1, "control" shall mean: (i) to possess, directly or indirectly, the power to direct the management and policies of such person, corporation or other entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (ii) direct or indirect beneficial ownership of at least fifty percent (50%) (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting share capital in such person, corporation or other entity.
- 1.2. "Business Day" shall mean a day other than a (i) Saturday, (ii) Sunday or (iii) federal public holiday. For the avoidance of doubt, references in this Agreement to "days" shall mean calendar days.
- 1.3. "Commercialization Studies" shall mean any commercialization studies in support of GLENDA's manufacturing and wholesale of the IAS Products.
- 1.4. "Commercially Reasonable Efforts" means those diligent efforts and resources, with respect to a particular Party, at the relevant point in time, that are comparable to those generally used by that Party, in good faith, in the exercise of its reasonable and prudent business judgment. Such Commercially Reasonable Efforts shall include, without limitation, comparable efforts with respect to (i) promptly assigning responsibility for development and commercialization activities to specific employees who are held accountable for progress and monitoring such progress on an on-going basis, (ii) setting and consistently seeking to achieve specific and meaningful objectives and timelines for carrying out such development and commercialization activities, and (iii) consistently making and implementing decisions and allocating resources designed to advance progress with respect to such objectives and timelines.
- 1.5. "Confidentiality Agreement" shall mean Article VII of this Agreement as well as any separate confidentiality agreement or non-disclosure agreement that may be entered into by the Parties at any time.
- 1.6. "Data" shall mean, any and all research data, performance data, manufacturing data and/or all regulatory documentation, information and submissions pertaining to, or made in association with, the IAS Products.

- 1.7. "Effective Date" shall mean the date stated above on which this Agreement is effective.
- 1.8. "Grid" shall mean the transmission system for electricity in the United States and Canada.
- 1.9. "IAS" shall mean International Automated Systems, Inc.
- 1.10. "IAS Know-How" shall mean all present and future scientific, technical, engineering, manufacturing, regulatory and other information relating to the solar collection technology, the

biomass energy production technology, and the bladeless turbine technology, or the IAS Products that are owned or controlled by IAS as of the Effective Date or during the Term of this Agreement.

- 1.11. "IAS Patents" shall mean all present and future Patents owned or controlled by IAS, which generically or specifically claim any of the IAS Solar Technology, IAS Biomass Technology, or IAS Products; claim a composition utilizing IAS Technology or comprising or incorporating any of the IAS Products; claim a use of IAS Technology or any of the IAS Products; or claim a method for manufacturing any of the IAS Products.
- 1.12. "IAS Studies" shall mean any studies conducted by IAS or other parties regarding the IAS Products.
- 1.13. "IAS Technology" shall mean all IAS Know-How, IAS Patents, all technical plans and specifications and designs necessary for the manufacturing and fabrication of the IAS Products, and any intellectual property associated with the development of solar energy or biomass energy, including but not limited to the solar collectors, biomass systems, and the bladeless turbine, which are owned or controlled by IAS prior to the Effective Date, and all Improvements to IAS Technology during the Term of this Agreement, if any.
- 1.14. "Improvements" shall mean any new or useful process, technique, formula, invention or know-how, formulation, or composition of matter relating to or comprising any IAS Product, whether patentable or unpatentable, or any improvement, enhancement, modification or derivative work thereof, that is conceived or first reduced to practice or first demonstrated to have utility during the Term of this Agreement in connection with the Parties' activities under this Agreement.
- 1.15. "Party" shall mean IAS or GLENDA individually, and "Parties" shall mean IAS and GLENDA collectively.
- 1.16. "Patent(s)" shall mean patents and patent applications, together with all additions, divisions, continuations, continuations-in-part, provisionals, substitution, reissues, re-examination, extensions, registrations, patent term extensions, supplemental protection certificates and renewals of a patent or patent application, and any confirmation patent or registration patent or patent of addition based on any such patent.
- 1.17. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, governmental entity, or other legal entity of any nature whatsoever.
- 1.18. "IAS Products" shall mean the IAS products set forth on Exhibit "1."

- 1.19. "Product Trademarks" shall mean the trademark(s), if any, owned by IAS that are available for use with the IAS Products.
- 1.20. "GLENDIA" shall mean Glenda Enterprises, Inc.
- 1.21. "Severable Improvements" shall mean an Improvement to the IAS Technology that is capable of exploitation independently of the IAS Technology owned or controlled by IAS as of the Effective Date and during the Term of this Agreement.

- 1.22. "Territory" shall mean the United States of America and Canada.
- 1.23. "Term" shall mean the period described in Section 9.1 of this Agreement.
- 1.24. "Third Party" shall mean any Person other than IAS and GLENDA.
- 1.25. "Third Party Technology" means any Patents, know-how, inventions, or other intellectual property owned or controlled by a Third Party.

ARTICLE II.

GRANT OF LICENSE

2.1. Licenses.

- 2.1.1. Subject to the other terms, limitations and conditions set forth in this Agreement and in consideration for the payments set forth below, IAS hereby grants to GLENDA the non- exclusive right and license to the IAS Technology, in and throughout the Territory, to manufacture, fabricate and wholesale the IAS Products for use in the production and sale of electricity into the Grid in and throughout the Territory. The foregoing right and license also apply to any and all modifications, enhancements, variations, and improvements developed for the IAS Products for the Territory by or for IAS in the future, including under the claims of any patents owned or controlled by IAS now or in the future relating directly to the IAS Products. In furtherance of same, GLENDA shall have the right to engage subcontractors to manufacture, fabricate and wholesale the IAS Products. GLENDA shall be required to engage in a bidding process, at least once every calendar year, to ensure best price and quality for the IAS Products in the Territory. In order to ensure that GLENDA can use the license, IAS will supply know-how, technical plans and specifications , and any and all additional information necessary to manufacture and fabricate the IAS Products. This license shall be non-transferable except as set forth in this Agreement. This license shall only apply to the manufacture, fabrication and wholesale of the IAS Products and components thereof. GLENDA acknowledges that the marketing, offering for sale, sale, construction, installation, operation and maintenance of solar energy projects and biomass energy projects incorporating IAS Technology and IAS Products shall be performed by Commercialization Licensees of IAS. GLENDA is licensed to wholesale IAS Products manufactured and fabricated by GLENDA to Commercialization Licensees of IAS, and to others, at prices determined solely by GLENDA and as agreed between GLENDA and the Commercialization Licenses or other wholesale purchasers.
- 2.1.2. IAS hereby grants to GLENDA a non-exclusive license to use the IAS Product Trademarks in GLENDA wholesale marketing materials. IAS

reserves the right to use the Product Trademarks in its own marketing materials.

- 2.2. GLEND A Right of Notice of Third Party Licenses. Although IAS may attempt to advise GLEND A of its intent to enter into a similar license agreement with a Third Party, IAS shall have no obligation to provide any such notice to GLEND A.
- 2.3. Rights Reserved by IAS. IAS expressly reserves the right to sell or license any IAS Product or

IAS Technology to any Third Party. Except for the non-exclusive rights and licenses expressly granted in this Agreement, IAS retains all rights under its intellectual property and no additional rights shall be deemed granted to GLENDA by implication, estoppel or otherwise.

2.4. Third Party Licenses

2.4.1. If either Party deems it necessary or advisable to obtain a license, or other rights to any Patent that may be or have the potential of being a blocking patent(s), such Party shall notify the other Party in writing. If the other Party agrees, then the Parties shall discuss in good faith the procedure by which the Parties will seek to obtain such license or other rights. Unless otherwise agreed in writing, the Parties shall share the costs equally. Any such license or rights shall be obtained in the name of IAS and, if applicable, shall thereafter be subject to this Agreement as provided by Section 2.5.

2.4.2. If the other Party disagrees with the initial assessment that it is necessary or advisable to obtain such license or rights to any Patent referred to in Section 2.4.1, the Party desiring the license shall obtain an opinion of independent patent counsel approved by the other Party (such approval not to be unreasonably withheld or delayed) to review infringement, validity and enforceability of the Patent(s) and the conclusions contained in such opinion shall be binding on both Parties. In the event that in the opinion of such independent patent counsel the identified Patent(s) may reasonably be expected to be held in subsequent legal proceedings to be infringed, valid and enforceable by any one of the activities licensed hereunder to GLENDA, then the Parties shall immediately proceed in the manner provided in Section 2.4.1 as if both Parties had initially agreed to seek the license or other rights.

2.5. Third Party Technology. If after the Effective Date IAS acquires an assignment of, or license under, Third Party Technology (other than Patents licensed or otherwise acquired pursuant to Section 2.4.1) for use in connection with the research, development, commercialization or manufacture of the IAS Products, then IAS will promptly provide GLENDA with written notice of such acquisition and any additional financial terms to which IAS would be subject if GLENDA were to exploit a license under such Third Party Technology. If GLENDA desires to obtain such license, the Parties will promptly amend this Agreement to reflect such additional financial terms and to provide that the applicable Patents, know-how, data, or filings will be included in the definition of IAS Technology under this Agreement. For the avoidance of doubt, if GLENDA does not desire to obtain such license, such Third Party Technology shall not be included in the definition of IAS Technology under this Agreement.

ARTICLE III.

PAYMENTS

- 3.1. Initial License Fee. In consideration for the non-exclusive licenses granted hereunder for the IAS Technology, GLENDA shall pay to IAS a one-time, non-refundable, lump-sum payment in the amount of Five Thousand US Dollars (\$5,000.00) within thirty (30) days of the Effective Date. The initial license fee set forth in this Section 3.1 shall not be refundable or creditable against any future payments by GLENDA to IAS under this Agreement.
- 3.2. Annual License Payment. In further consideration for the non-exclusive licenses granted

hereunder, for any and all gross revenue received by GLENDA during each calendar year for IAS Products, or any components or parts thereof, manufactured, fabricated or sold by GLENDA, or for any other products or components incorporating or manufactured, in whole or in part, through the use of IAS technology, GLENDA shall pay to IAS an Annual License Payment in an amount equal to 80% of the profits. The Annual License Payment shall be paid by GLENDA to IAS on or before the Fifteenth (15th) day of January of the following calendar year.

- 3.3. Examination of Records: GLENDA shall provide in electronic form to IAS, on or before the Fifteenth (15th) day of January of each year, an Annual Report in Quick Books®, or other electronic format acceptable to IAS, itemizing the profits received by GLENDA during the preceding calendar year, and provide to IAS, in electronic Quick Books®, or other electronic format acceptable to IAS, all data, documentation, reports and ledgers relied upon in producing the report. IAS, in its sole discretion, shall have the right to have an accountant, CPA or auditor examine any or all of the financial, accounting, cost, sales and tax records and electronic files and data of GLENDA, to determine the accuracy or inaccuracy of the Annual Report. If IAS elects to have such an examination performed, IAS shall provide five (5) business days prior written notice to GLENDA and the examination shall be performed during normal business hours. GLENDA shall provide unlimited access to all its financial, accounting, cost, sales and tax records and electronic files and data.

ARTICLE IV.

MANUFACTURING PLAN

- 4.1. Manufacturing Plan. Within three (3) months of the execution of this Agreement, GLENDA shall prepare and deliver to the IAS, for its review, a plan for the manufacturing of the IAS Products. The plan will outline in as much detail as practicable given the current status of manufacturing development. GLENDA will solicit input from IAS for the Manufacturing Plan but will retain the sole and absolute right to decide on the final content and strategy for the Manufacturing Plan.
- 4.1.1. The Manufacturing Plan shall be supplemented, modified and updated regularly by GLENDA as and when additional relevant data and information become available, but in any event not less frequently than annually. Any fundamental modifications made to the Manufacturing Plan shall be delivered to the IAS for review promptly following such modifications, even when such may occur between regularly scheduled meetings.
- 4.2. Responsibilities of GLENDA under the Manufacturing Plan. In addition to the non-exclusive right to manufacture, fabricate and wholesale the IAS Products,

GLEND A shall have a non- exclusive right to engage in, and shall be solely responsible for, all activities set forth in the Manufacturing Plan. As part of the Manufacturing Plan, GLEND A shall:

- 4.2.1. Conduct the Manufacturing Plan in compliance with all applicable laws;
 - 4.2.2. Use Commercially Reasonable Efforts to manufacture and fabricate the IAS Products in accordance with the Manufacturing Plan; and
 - 4.2.3. After the end of each Calendar Year, furnish IAS with reasonably detailed summarywritten reports on all activities conducted by GLEND A under the Manufacturing Plan during such calendar year.
- 4.3. Price of IAS Products. GLEND A shall be solely responsible for any decisions and negotiations with relevant wholesale purchasers of IAS Products, including IAS Commercialization Licensees, regarding price for IAS Products which are subject to this Agreement.
- 4.4. Loss of Non-Exclusive License. In the event that GLEND A fails to meet any of the following Manufacturing Objectives, all rights and licenses granted to GLEND A under this Agreement shall immediately, in the sole discretion of IAS and upon 365 days written notice ("License Termination Notice") to GLEND A, terminate, in the sole discretion of IAS.
- 4.4.1. Beginning with calendar year 2013, in the event that GLEND A fails to receive, in any calendar year, at least \$1000.00 in gross revenue from the manufacturing, fabricating, and wholesale of IAS Products for solar renewable energy projects or biomass energy projects utilizing IAS Technology and IAS Products, or fails to engage in sufficient transactions which are licensed under this Agreement, in any calendar year, such that the accrued Annual License Payment amount exceeds \$3,000.00, IAS may, in its sole discretion, elect to terminate this Agreement by issuing a License Termination Notice as provided above.

ARTICLE V.

PAYMENTS, BOOKS AND RECORDS

- 5.1. Payment Method. All payments under this Agreement shall be made by certified check or by bank wire transfer in immediately available funds to an account, capable of receiving United States Dollars, designated in writing by IAS. Payments hereunder will be considered to be made as of the day on which they are received by IAS's designated bank.

- 5.1.1. Payment Currency: Currency Conversion. Unless otherwise expressly

stated in this Agreement, all amounts specified to be payable under this Agreement are in United States Dollars and shall be paid in United States Dollars. Net Sales in countries invoiced in currency other than United States Dollars or, as appropriate, shall be translated to United States Dollars, as necessary, using established exchanges for the translation of foreign currency into United States Dollars.

- 5.1.2. Fees and Expenses. Each Party shall pay all fees and expenses incurred by such Party in connection with this Agreement, except as otherwise expressly provided herein.
- 5.2. Withholding Taxes. If laws or regulations require withholding by GLENDA of any taxes imposed upon IAS or GLENDA on account of any payments paid under this Agreement, such taxes shall be deducted by GLENDA as required by law from such payment and shall be paid by GLENDA to the proper taxing authorities. Official receipts of payment of any withholding tax shall promptly be secured and promptly sent to IAS as evidence of such payment. The Parties will cooperate and exercise their reasonable efforts to ensure that any withholding taxes imposed are reduced as far as possible under the provisions of any applicable tax treaty and shall cooperate in filing any forms required for such reduction. IAS warrants that IAS is

resident for tax purposes in the United States. GLENDA warrants that GLENDA is resident for tax purposes in the United States.

- 5.3. Sales Taxes. All amounts to be paid under this Agreement are stated exclusive of any sales, use, value-added, goods and services or other applicable taxes, which shall be invoiced separately.
- 5.4. Records: GLENDA shall keep, and require its Affiliates and to keep, complete, true and accurate books of accounts and records for the purpose of determining the amounts payable to IAS and GLENDA pursuant to this Agreement. Such books and records shall be kept for such period of time required by law, but no less than at least five years following the end of the Calendar Quarter to which they pertain. Such records shall be subject to inspection in accordance with Section 3.3.
- 5.5. Late Payments. Any payments or portions thereof due under this Agreement that are not paid by the date such payment is due shall bear interest at an annual rate of eighteen percent (18%), compounded annually, and computed on the basis of a three hundred sixty five (365) day year. The provisions of this Section 5.5 shall in no way limit any other remedies available to IAS and GLENDA. The Parties agree that this provision, unless otherwise provided, will not apply to payments that are the result of a subsequent adjustment of an estimated payment, including rebates, adjustments, returns or reconciliations, nor to payments that are the subject matter of a good faith dispute between the Parties.

ARTICLE VI.

EXCLUSIVITY OBLIGATIONS

6.1 GLENDA Commitments. In consideration for the non-exclusive license granted to GLENDA by IAS in this Agreement, and in consideration of the other covenants, promises, and agreements stated in this Agreement, neither GLENDA nor its Affiliates shall manufacture, fabricate, or wholesale solar collection, biomass energy production, or power generation products or technologies other than IAS Products or IAS Technologies.

ARTICLE VII.

CONFIDENTIALITY

- 7.1. Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that the receiving

Party (the "Receiving Party") shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any confidential or proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, electronic, magnetic, or otherwise) which is disclosed to it by the other Party (the "Disclosing Party") including, but not limited to, all information concerning the IAS Products, information disclosed by one Party to the other pursuant to the Confidentiality Agreement, the contents of this Agreement and any other technical or business information of whatever nature (collectively, "Confidential Information").

- 7.2. Development Data. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that they shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any Data, results, reports or other know-how directly related to the IAS Technology or the IAS Products which is generated in the performance of either Party under this Agreement ("Development Data").
- 7.3. Exceptions. The obligations of confidentiality shall not apply to Confidential Information or Development Data that, in each case as demonstrated by competent evidence:
- 7.3.1. Was already known to the Receiving Party or any Affiliate, other than under an obligation of confidentiality, at the time of disclosure;
 - 7.3.2. Was generally available to the public or was otherwise part of the public domain at the time of its disclosure to the Receiving Party;
 - 7.3.3. Became generally available to the public or otherwise part of the public domain after its disclosure by the Disclosing Party and other than through any act or omission of the Receiving Party or any Affiliate in breach of this Agreement;
 - 7.3.4. Was subsequently lawfully disclosed to the Receiving Party or any Affiliate by a Person other than the Disclosing Party, and who, to the best knowledge of the Receiving Party, did not directly or indirectly receive such information from the Disclosing Party under an obligation of confidence; or
 - 7.3.5. Is developed by the Receiving Party or its Affiliate without use of or reference to any information or materials disclosed by the Disclosing Party.
- 7.4. Permitted Disclosures. Upon ten (10) days written notice to the other Parties to this Agreement, each Party hereto may disclose Confidential Information of the other Party and Development Data to its Affiliates and any other Third Parties to the extent such disclosure: (a) is reasonably necessary for the purpose of exercising the rights granted to it under this Agreement; (b) is reasonably necessary to prosecute or defend litigation; (c) is reasonably necessary to comply with applicable governmental laws or regulations; or (d) is reasonably necessary to submit information to tax or other governmental authorities. If a Party is required by law or regulations to make any such disclosure of Confidential Information of the other Party or Development Data, to the extent it may legally do so, it will give reasonable advance notice to the other Party of such disclosure and, save to the extent inappropriate in the case of patent applications or otherwise, will use its good faith efforts to secure confidential treatment of such Confidential Information or Development Data prior to its disclosure (whether through protective orders or

otherwise) and disclose only the minimum amount of Confidential Information or Development Data necessary to comply with the requirement. For all other disclosures of Confidential Information of the other Party or Development Data permitted pursuant to this Section 7.4, including to Affiliates and other Third Parties, a Party shall ensure that the recipient thereof is bound by a written confidentiality agreement as materially protective of such Confidential Information or Development Data as this Article Seven.

7.5. Public Announcements. As soon as practicable following the date hereof, the Parties will issue
a

joint press release announcing the existence of this Agreement. IAS grants GLENDA the right to disclose the non-exclusive relationship in GLENDA marketing materials.

**ARTICLE
VIII.**

PATENT PROSECUTION AND ENFORCEMENT

8.1. Ownership of Intellectual Property.

8.1.1. Subject to the licenses granted to GLENDA pursuant to Section 2, IAS has, and shall retain all right, title and interest in and to, the IAS Technology (including without limitation the IAS Patents and IAS Know-How).

8.1.2. Subject to the licenses granted to GLENDA pursuant to Section 2, IAS shall have and retain all right, title and interest in all inventions, discoveries and know-how which are made, conceived by IAS or GLENDA, reduced to practice or generated by the employees, agents or other persons acting under the authority of either IAS or GLENDA in the course of or as a result of this Agreement, during the term of this Agreement or within five (5) years thereafter.

8.1.3. IAS shall solely own all right, title and interest in and to any Severable or Non-Severable Improvements. GLENDA shall promptly disclose to IAS any and all Severable and Non-Severable Improvements conceived or reduced to practice by GLENDA, its Affiliates or Sublicensees, or any of its or their officers, directors, employees, consultants or other personnel at any time during the term of this Agreement or within five (5) years thereafter, or within five (5) years of termination of this Agreement, in exercising any rights or performing any obligation under this Agreement. All Severable Improvements and all Non-Severable Improvements shall be the exclusive property of IAS, and GLENDA shall take, and shall cause its Affiliates and Sublicensees to take, appropriate steps to ensure that its, or their officers, directors, employees, consultants and all other personnel are obligated to assign to IAS all right, title and interest each may have in any such Severable or Non-Severable Improvement and will cooperate to effect the foregoing.

8.2 Other Licenses. Subject to Section 8.1 and the rights reserved or granted under this Agreement, IAS can use, and grant non-exclusive licenses to use, an invention owned by IAS, without the consent of GLENDA and IAS has no duty to account to GLENDA for such use or license, and GLENDA hereby waives any right it may have under the laws of any country to require any such consent or

accounting.

8.3. Prosecution and Maintenance of IAS Patents.

8.3.1. Prosecution. GLENDA shall hold all information disclosed to it under this Agreement as Confidential Information. If IAS elects not to undertake the filing, prosecution and/or maintenance of any IAS Patents (or, after commencement of such filing, prosecution and/or maintenance, desires to cease the prosecution or the maintenance of any such IAS Patents), then IAS will notify GLENDA of such election with at least thirty (30) days' prior written notice, identifying the specific IAS Patent(s) to which such election pertains and GLENDA will be, at its own expense and discretion, entitled to file, prosecute and/or

maintain such IAS Patent(s) in the name of IAS.

8.3.2. Patent Term Extensions. The Parties will discuss and recommend for which, if any, of the Patents for which patent term extensions should be sought. IAS shall have the final decision-making authority whether, at its own expense, to file all applications and take actions necessary to obtain patent term extensions with respect to the IAS Products or IAS Technology pursuant to statutes, which extensions shall be owned by IAS. If IAS declines to pursue such patent term extensions, then GLENDA shall have the right at its own expense on behalf of IAS to file all such applications and take all such actions necessary to obtain such patent term extensions with respect to the IAS Products or IAS Technology. In each case, the Parties shall provide reasonable cooperation to the other Party which is seeking to obtain such extensions and additional protection.

8.4. Patent Enforcement. In the event that IAS or GLENDA becomes aware of (i) an actual or threatened infringement or misappropriation of any IAS Technology by the manufacture, sale, offer for sale or use of any IAS Product or IAS Technology ("Infringing Product"), or (ii) an actual or threatened challenge to any IAS Patents, that Party shall promptly notify the other Party in writing. IAS shall have the first right, but not the obligation, to initiate proceedings or take other appropriate action, at its own expense, against any Third Party taking or threatening to take such action. If IAS does not initiate proceedings or take other appropriate action within thirty (30) days of a request by GLENDA to initiate an enforcement proceeding or defense to a challenge to the IAS Patents then GLENDA shall be entitled, without obligation, to initiate infringement proceedings or take other appropriate action against an Infringing Product or IAS Patent challenge at its own expense and to include IAS as a nominal party plaintiff. The Party conducting such action shall have full control over its conduct, including settlement thereof; *provided*, however, that the Party conducting such action may not settle any such action, or make any admissions or assert any position in such action, in a manner that would materially adversely affect the rights or interests of the other Party whether within or outside the jurisdiction in which the action is brought, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In any event, the Parties shall assist one another and cooperate in any such litigation at the reasonable request of the other Party.

8.5. Cooperation. The Parties shall keep one another informed of the status of their respective activities regarding any litigation or settlement thereof concerning IAS Technology and shall assist one another and cooperate in any such litigation at the reasonable request of the other (including, without limitation, joining as a party plaintiff to the extent necessary and requested in writing by the other Party).

8.6. Infringement of Third Party Intellectual Property. In the event any action is taken by a Third Party against GLENDA or any Affiliate on the basis of alleged

infringement of a Patent of such Third Party or of misappropriation of the know-how of a Third Party, GLENDA shall promptly inform IAS and GLENDA shall be entitled at GLENDA' expense to take whatever reasonable action it considers necessary or useful and IAS will provide any and all reasonable assistance, free of charge, to GLENDA. IAS shall also have the right, but not the obligation, to participate in any legal proceedings in connection with such action at its own expense and make recommendations to GLENDA concerning such action. GLENDA will consider in good faith all reasonable suggestions of IAS with respect thereto, and agrees to keep IAS informed of the course such action or legal proceedings with respect thereto. GLENDA shall control the legal proceedings, including the right to enter into any settlement, in order to be able to resume the

exercise of the rights granted to GLENDA under the terms of this Agreement; *provided*, however, that GLENDA may not settle any such action, or make any admissions or assert any position in such action, in a manner that would adversely affect the rights or interests of IAS, or make any financial payment without the prior written consent of IAS, which consent shall not be unreasonably withheld or delayed.

8.7. Patent Marking. GLENDA agrees to mark, and have its Affiliates, mark, all patented IAS Products they sell or distribute pursuant to this Agreement in accordance with the applicable patent statutes and regulations in the country or countries of sale thereof

ARTICLE IX.

TERM AND TERMINATION

9.1. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 9.2, shall continue until the later of (a) the thirtieth (30th) anniversary of the Effective Date, and (b) the date on which GLENDA ceases to continue to market, promote, distribute, import or sell the IAS Products or to otherwise use the IAS Technology (the "Term").

9.2. Early Termination. Each Party shall have the right to terminate this Agreement in its entirety before the end of the Term;

9.2.1. By mutual written agreement of the Parties;

9.2.2. Upon written notice by either Party as described below if the other Party is in material breach of this Agreement and has not cured such breach within the time period identified below after notice from the terminating Party requesting cure of the breach; provided, however, in the event of a good faith dispute with respect to the existence of a material breach, the cure period shall be tolled until such time as the dispute is resolved pursuant to Article III; and provided that the terminating Party has given the defaulting Party the following opportunities to remedy any breach:

9.2.3. The written notice of breach referenced above shall detail the specific obligation under this Agreement which is alleged to have been breached; the manner of such alleged breach; and the steps which must be taken in order to remedy such breach; and

9.2.4. The terminating Party has provided the defaulting Party sixty (60) days in which to complete any steps which might be taken to

remedy the breach, as stated in the notification of breach; or

9.2.5. Upon the bankruptcy or insolvency, or the filing of an action to commence insolvency proceedings against the other Party, or the making or seeking to make or arrange an assignment for the benefit of creditors of the other Party, or the initiation of proceedings in voluntary or involuntary bankruptcy, or the appointment of a receiver or trustee of such Party' s property that is not discharged within ninety (90) days.

- 9.3 Termination of Non-exclusive Rights and License. The non-exclusive rights and licenses granted to GLEND A under this Agreement are subject to the commercialization requirements and conversion provisions of paragraph 4.4 above.
- 9.4 Involuntary Termination of Glenda E. Johnson as President of GLEND A. Notwithstanding any other provision of this Agreement to the contrary, in the event of the involuntary termination of LaGrand Johnson as the President of GLEND A, other than in the event of his death, IAS shall have the right, in its sole discretion, upon 60 days written notice to GLEND A, to terminate the non-exclusive rights and licenses granted to GLEND A under this Agreement.

ARTICLE X.

EFFECT OF TERMINATION

- 10.1. Accrued Obligations. The termination of this Agreement, in whole or part, for any reason shall not release either Party from any liability which, at the time of such termination, has already accrued to such Party or which is attributable to a period prior to such termination, nor will any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement.
- 10.2. Rights Terminated. Notwithstanding any other provision of this Agreement, following the effective date of termination, GLEND A ' and its Affiliates' rights with respect to the IAS Products IAS Technology shall be terminated unless otherwise agreed in writing by the parties.
- 10.3. Continuing Payment Obligations. Any IAS Technology used or IAS Product sold or disposed of by GLEND A or an Affiliate of either shall be subject to the applicable payment obligations under Articles III and V above.
- 10.4. No Renewal, Extension or Waiver. Acceptance by IAS of any payment from GLEND A after the notice or effective date of termination of this Agreement shall not be construed as a renewal or extension hereof, or as a waiver of termination of this Agreement.

ARTICLE XI.

REPRESENTATIONS, WARRANTIES AND COVENANTS

- 11.1. General Representations. Each Party hereby represents and warrants to the other Party, as of the Effective Date, as follows:

11.1.1. Duly Organized. Such Party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and is qualified, or within ninety (90) days of the Effective Date of this Agreement shall become qualified, to do business and is in good standing, or within ninety (90) days of the Effective Date of this Agreement shall attain good standing, as a foreign corporation or limited liability company in each jurisdiction in

which the conduct of its business or the ownership of its properties requires such qualification and failure to have such would prevent such Party from performing its obligations under this Agreement.

11.1.2. Due Execution Binding Agreement. This Agreement is a legal and valid obligation binding on such Party and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary corporate action and do not and will not: (i) require any consent or approval of its stockholders; (ii) to such Party's knowledge and belief, violate any law, rule, regulation, order, writ, judgment, decree, determination or award of any court, governmental body or administrative or other agency having jurisdiction over such Party; nor (iii) conflict with, or constitute a default under, any agreement, instrument or understanding, oral or written, to which such Party is a party or by which it is bound.

11.1.3. Consents. Such Party has obtained, or is not required to obtain, the consent, approval, order or authorization of any Third Party, or has completed, or is not required to complete any registration, qualification, designation, declaration, or filing with, any Regulatory Authority or governmental authority, in connection with the execution and delivery of this Agreement and the performance by such Party of its obligations under this Agreement.

11.2. Representations and Warranties of IAS. IAS represents and warrants to GLENDA that, as of the Effective Date:

11.2.1. It has the full right and authority to grant the rights and licenses provided herein;

11.2.2. IAS is the exclusive owner or licensee of all right, title and interest in the IAS Technology and, specifically, the IAS Patents. To the best of IAS's knowledge, the issued claims in the IAS Patents are valid and enforceable, and the patent applications have been duly filed or will be filed at an appropriate time by IAS or its licensor;

11.2.3. To the best of IAS's knowledge, neither the development, use, sale or import of the IAS Products or IAS Technology, infringes any Third Party's valid patents or constitutes a misappropriation of a Third Party's trade secrets or other intellectual property rights;

11.2.4. To IAS's knowledge, there is no actual, pending, alleged or threatened product liability action nor intellectual property right litigation in relation to the IAS Technology or IAS Products;

11.2.5. IAS has not failed to furnish GLENDA with any information

requested by GLENDA, or intentionally concealed from GLENDA, any information in its possession which IAS reasonably believes would be material to GLENDA's decision to enter into this Agreement and undertake the commitments and obligations set forth herein.

11.3. Representations and Warranties of GLENDA. GLENDA represents and warrants to IAS and GLENDA that, as of the Effective Date:

11.3.1. It has the full right and authority to enter into this Agreement and to grant the rights granted herein.

11.3.2. GLENDA has not failed to furnish IAS with any information requested by IAS, or intentionally concealed from IAS, any information in its possession which GLENDA reasonably believes would be material to IAS's decision to enter into this Agreement and undertake the commitments and obligations set forth herein.

11.4. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR ANY OTHER AGREEMENT CONTEMPLATED HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, VALIDITY AND ENFORCEABILITY OF PATENTS, OR THE PROSPECTS OR LIKELIHOOD OF DEVELOPMENT OR COMMERCIAL SUCCESS OF THE IAS PRODUCTS. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS, LOSS OF DATA, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION AND ARISING IN ANYWAY OUT OF THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL NOT LIMIT EITHER PARTY'S OBLIGATIONS TO THE OTHER PARTY UNDER SECTION XII OF THIS AGREEMENT.

ARTICLE XII.

INDEMNIFICATION

12.1. Indemnification of IAS. GLENDA shall indemnify and hold harmless each of IAS, its Affiliates and the directors, officers, shareholders, owners, members, managers, employees, attorneys, and insurers of such entities, and the successors and assigns of any of the foregoing (the "IAS Indemnitees"), from and against any and all liabilities, damages, penalties, fines, costs and expenses (including, reasonable attorneys' fees and other expenses of litigation), ("Liabilities") from any claims, actions, suits or proceedings brought by a Third Party (a "Third Party Claim") incurred by any IAS Indemnitee, arising from, or occurring as a result of: (a)

manufacturing, fabricating, marketing, offering for sale, sale, or wholesale of any IAS Products by GLENDA or its Affiliates, including any Products Liability Claim; or (b) any material breach of any representations, warranties or covenants by GLENDA under this Agreement; except to the extent such Third Party Claims fall within the scope of the indemnification obligations of IAS set forth in Section 12.2, below, or result from the willful misconduct of an IAS Indemnitee.

- 12.2. Indemnification of GLENDA. IAS shall indemnify and hold harmless each of GLENDA, its Affiliates, and the directors, officers, shareholders, owners, members, managers, employees, attorneys, and insurers of such entities, and the successors and assigns of any of the foregoing (the "GLENDA Indemnitees"), from and against any and all Liabilities from any

Third Party Claims incurred by any GLENDA Indemnitee, arising from, or occurring as a result of: (a) the use of the Product Trademarks by GLENDA in the Territory in accordance with this Agreement, and (b) any material breach of any representations, warranties or covenants by IAS under this Agreement, except to the extent such Third Party Claims falls within the scope of the indemnification obligations of GLENDA set forth in Section 12.1 above, or result from the gross negligence or willful misconduct of an GLENDA Indemnitee.

12.3. Procedure. A Party that intends to claim indemnification under this Article XII (the "Indemnitee") shall promptly notify the other Party (the "Indemnitor") in writing of any Third Party Claim, in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense and/or settlement thereof. The indemnity arrangement in this Section 12 shall not apply to amounts paid in settlement of any action with respect to a Third Party Claim, if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any action with respect to a Third Party Claim shall only relieve the Indemnitor of its indemnification obligations under this Article XII if and to the extent the Indemnitor is actually prejudiced thereby. The Indemnitee shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action with respect to a Third Party Claim covered by this indemnification.

12.4. Product Liability Claims. GLENDA hereby expressly acknowledges and agrees that it shall be solely responsible for any and all Product Liability Claims related to or arising out of any product manufactured, fabricated, marketed, offered for sale, or sold, in whole or in part by or on behalf of GLENDA. GLENDA shall be solely responsible for complying with all federal, state or foreign laws, regulations, standards, requirements and guidelines regarding the manufacturing, fabricating, marketing, offering for sale, or sale of any product utilizing or embodying IAS Technology or any of the IAS Products.

GLENDA hereby expressly acknowledges and agrees that IAS has made no representations regarding the safety of any IAS Product or regarding the compliance of any IAS Technology or any IAS Product with any federal, state or foreign law or regulation, or with any design or safety standard or requirement, GLENDA having the sole obligation to make all assessments and evaluations regarding the adequacy of the design and the safety of the IAS Products, and regarding the compliance for any product manufactured, fabricated, marketed, offered for sale, or sold, in whole or in part by or on behalf of GLENDA, with applicable federal, state or foreign law or regulation, and with all applicable design and safety standards and requirements.

ARTICLE XIII.

DISPUTE

RESOLUTION

- 13.1. Dispute Resolution Process. The Parties recognize that disputes as to certain matters may from time to time arise during the Term of this Agreement that relate to a Party's rights and/or obligations hereunder. If the Parties cannot resolve any such dispute within thirty (30) days after written notice of a dispute from one Party to another, either Party may pursue any remedy available to such Party at law or in equity, subject to the terms and conditions of this Agreement and the other agreements expressly contemplated hereunder.

- 13.2. Governing Law: Litigation: Exclusive Venue. This Agreement and all questions regarding its existence, validity, interpretation, breach or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, United States, without reference to its conflicts of law principles. The exclusive venue for any action initiated by any party to this Agreement for any dispute arising under this Agreement, any other agreement expressly contemplated hereunder, or the transactions, events or occurrences related thereto, shall be the state or federal courts of the State of Utah situated in Salt Lake County, State of Utah, and each of the parties to this Agreement hereby consents to the jurisdiction of such courts.

ARTICLE XIV.

GENERAL PROVISIONS

- 14.1. Waiver of Breach. The failure of either Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its rights at a later time to enforce such rights. No waiver by either Party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition or term or of another condition or term.
- 14.2. Performance by Affiliates. To the extent that this Agreement imposes obligations on Affiliates of a Party, such Party agrees to cause its Affiliates to perform such obligation. Either Party may use one or more of its Affiliates to perform its obligation hereunder, provided that the Parties will remain liable hereunder for the prompt payment and performance of all their respective obligations hereunder.
- 14.3. Performance by Subcontractors. Either Party may perform any of its obligations or exercise any of its rights under this Agreement through subcontractors. Such Party shall ensure that all of its subcontractors comply with, and perform its obligations in accordance with, the terms of this Agreement; provided, however, that the use of such subcontractors by such Party shall not relieve such Party of its respective obligations under this Agreement.
- 14.4. Modification. No amendment or modification of any provision of this Agreement shall be effective unless in a prior writing signed by both Parties hereto. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by both Parties hereto.
- 14.5. Severability. In the event any provision of this Agreement should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate, in good faith and enter into a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties. All other provisions of this

Agreement shall remain in full force and effect in such jurisdiction. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

14.6. Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and cancels all previous express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, in respect to the subject matter hereof. Each of the Parties hereby acknowledges and agrees that any transactions between the Parties relating to the subject matter of this Agreement which may have occurred prior to the Effective Date, if any, shall be subject to the terms and provisions of this Agreement, and that this Agreement shall supersede any prior oral or written agreement relating to transactions which occurred prior to the Effective Date, if any. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

14.7. Language. The language of this Agreement and all activities to be pursued under this Agreement is English. Any and all documents proffered by one Party to the other in fulfillment of any provision of this Agreement shall only be in compliance if in English. Any translation of this Agreement in another language shall be deemed for convenience only and shall never prevail over the original English version. This Agreement is established in the English language.

14.8. Notices. Unless otherwise agreed by the Parties in writing or specified in this Agreement, all communications between the Parties relating to, and all written documentation to be prepared and provided under, this Agreement shall be in the English language. Any notice required or permitted under this Agreement shall be in writing in the English language, delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by internationally-recognized courier or sent by registered or certified mail, postage prepaid to the following addresses of the Parties (or such other address for a Party as may be at any time thereafter specified by like notice):

INTERNATIONAL AUTOMATED SYSTEMS, INC.
Attention: Neldon P. Johnson
1122 North 1100 East Spanish
Fork, Utah 84660

GLEND A ENTERPRISES, INC.
Attention: Glenda E. Johnson
2730 West 4000 So
Oasis, Ut. 84524

Any such notice shall be deemed to have been given: (a) when delivered if personally delivered; (b) on the next Business Day after dispatch if sent by facsimile or by internationally-recognized

overnight courier; and/or (c) on the fifth (5th) Business Day following the date of mailing if sent by mail or other internationally-recognized courier.

Assignment. This Agreement shall be fully assignable by IAS, in the sole discretion of IAS. This Agreement shall

not be assignable or otherwise transferred, nor may any right or obligations hereunder be assigned or transferred, by GLENDA to any Third Party without the prior written consent of an entity that acquires all or a substantial part of the business

or assets of GLENDA, whether by merger, acquisition or otherwise, provided that the acquiring Party assumes this Agreement in writing or by operation of law. In addition, either Party shall have the right to assign this Agreement

to an Affiliate upon written notice to the non-assigning Party; provided, however, the assigning Party hereby

guarantees the performance of this Agreement by such Affiliate. Subject to the foregoing, this Agreement shall

inure to the benefit of each Party, its successors and permitted assigns. Any assignment of this Agreement in contravention of this Section 19.10 shall be null and void.

- 14.10. No Partnership or Joint Venture. Nothing in this Agreement or any action which may be taken pursuant to its terms is intended, or shall be deemed, to establish a joint venture or partnership between GLENDA and IAS. Neither Party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other Party, or to bind the other Party to any contract, agreement or undertaking with any Third Party.
- 14.11. Interpretation. The captions to the several Articles and Sections of this Agreement are not a part of this Agreement but are included for convenience of reference and shall not affect its meaning or interpretation. In this Agreement: (a) the word "including" shall be deemed to be followed by the phrase "without limitation" or like expression; (b) the singular shall include the plural and vice versa; and (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable. Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under generally accepted accounting principles in the International Financial Reporting Standards consistently applied, but only to the extent consistent with its usage and the other definitions in this Agreement.
- 14.12. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 14.13. Securities Laws. Each of the Parties acknowledges that it is aware that the securities laws of the United States and the securities laws of other countries prohibit any person who has material non-public information about a publicly listed company from purchasing or selling securities of such company or from communicating such information to any person under circumstances in which it is

reasonably foreseeable that such person is likely to purchase or sell such securities. Each Party agrees to comply with such securities laws and make its Affiliates, Sublicensees, employees and agents aware of the existence of such securities laws and their need to comply with such laws.

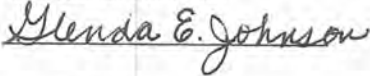
- 14.14. Conduct of Activities. As to all matters contained in this Agreement, each Party shall conduct the activities allocated to it in compliance in all material respects with all applicable laws, rules and regulations.

IN WITNESS WHEREOF, International Automated Systems, Inc., and Glenda Enterprises, Inc., have executed this License and Commercialization Agreement as of the Effective Date.



By: Neldon F. Johnson
Its President

Glenda E. Johnson



By: Glenda E. Johnson