

BIOHEAT® LICENSE AGREEMENT

The National Oilheat Research Alliance (NORA) and _____, hereinafter referred to as Licensee hereby enter into a License agreement for the use of the term Bioheat®. NORA acknowledges consideration in that Licensee will market Bioheat® which will benefit NORA and the heating oil industry. Both parties acknowledge that NORA's rights to the term "Bioheat®" and the right to License that term are derived from an agreement between the National Biodiesel Board (NBB) and NORA executed in May of 2006. (Exhibit A). Licensee acknowledges that this License is limited to NORA's rights in Exhibit A. The definitions of terms defined in Exhibit A are incorporated into this Agreement by reference. They include "Trademark," "Blended Fuel," and "Territory."

1. ACKNOWLEDGMENT OF TRADEMARK OWNERSHIP.

The Parties acknowledge that NBB is the owner of all rights in the Trademark as used in association with fuel oil. NBB shall, during the entire Term and thereafter, retain ownership of the Trademark as well as any modifications made to the Trademark by NORA or its Licensees. Licensee acknowledges that all goodwill associated with the Trademark and any additional goodwill generated in the Trademark pursuant to this Agreement shall inure to the benefit of NBB. Neither NORA nor any Licensee shall obtain any rights to the Trademark except the specific, non-exclusive, limited license granted hereunder during the Term hereof. NBB shall seek, obtain and, during the Term, maintain in its own name and at its own expense, appropriate protection for the Trademark.

2. LICENSE GRANT

NORA hereby grants to Licensee, for the term of this Agreement and subject to the Termination provisions below, a non-exclusive license to use the Trademark in the Territory in connection with Blended Fuel.

3. ROYALTIES.

There shall be no royalties paid for Licensee's use of Trademark. NORA's consideration received for grant of this License shall consist of Licensee's compliance with the terms of this Licensee, which shall, if fully complied with, promote the success of heating oil within Licensee's service area.

4. QUALITY REQUIREMENTS

The Blended Fuel used in connection with the Trademark must be a blend of pure biodiesel with conventional high or low sulfur home heating oil. The heating oil used in the production of the Blended Fuel must meet ASTM D 396, and the biodiesel used in the production of the Blended Fuel must meet ASTM D 6751. The Blended Fuel must contain a minimum two percent (2%) Biodiesel by volume.

NORA is now conducting tests on different levels of biodiesel blends with heating oil. NORA may upon six months' written notice to Licensee, limit Licensee's use of the term "Bioheat" to UL and/or ASTM approved limits.

5. WARRANTIES AND OBLIGATIONS.

A. NORA represents and warrants that it has the right and power to grant the License granted herein and that there are no other agreements with any other party in conflict.

B. Licensee represents and warrants that:

1. Licensee will, commence no later than 90 days after execution offer for sale as continuously as possible, Bioheat® Blended Fuel meeting the requirements of this agreement.
2. The Blended Fuel which Licensee will sell in connection with the mark “Bioheat®” will meet the Quality Requirements stated above.
3. The Blended Fuel Licensee will sell in connection with the mark “Bioheat®” will include all appropriate legal notices as required by NORA on all promotional, packaging, and advertising and all material related thereto;
4. Licensee will use its best efforts to successfully promote and market the Blended Fuel.
5. Licensee will be solely responsible for the manufacture, production, sale, and distribution of the Blended Fuel and will bear all related costs.

6. HOLD HARMLESS AND INDEMNIFY. In consideration of the grant of this License, Licensee agrees to hold NORA and NBB harmless from and indemnify NORA and NBB (“Indemnitees”) for any claims, demands, costs, or judgments resulting from Licensee’s use of Trademark in violation of this Agreement. Indemnitee shall notify Licensee in writing within seven days by certified mail of any claim made against Indemnitee arising from Licensee’s use of Trademark. This clause shall survive the termination of this Agreement.

7. QUALITY ASSURANCE.

Either NORA or NBB may demand to inspect the facilities where the Blended Fuel is manufactured and packaged and to take samples; may demand that Licensee submit samples for testing; and/or may demand that Licensee have samples taken and tested as directed and submit the test results to both NORA and to NBB. Licensee shall comply within seven calendar days of the demand. Either NORA or NBB may take any other steps reasonably necessary to maintain the nature and quality of the Blended Fuel licensed under this Agreement for use in association with the Trademark.

8. TERM AND TERMINATION

This Agreement shall continue in effect until terminated by operation of this clause or by Notice of Termination as provided herein:

- A. Termination Without Notice. This Agreement shall terminate without notice:
1. Five calendar days after the National Oil Heat Research Alliance should for any reason cease to exist.
 2. Immediately upon the termination or expiration of the Agreement between NBB and NORA found at Exhibit A.
 3. Immediately should Licensee for any reason cease to exist or cease to conduct business as a heating oil distributor.

B. Termination Upon Written Notice. This Agreement shall terminate immediately upon the receipt by Licensee of written notice by NORA for any of the causes stated herein. NORA may under its own motion revoke any License; and NORA shall immediately revoke any license under this Agreement upon receipt of a written request by NBB for such revocation, upon:

(1) Licensee's continuous failure to sell Blended Fuel for six (6) consecutive months; or

(2) Licensees' sale of Blended Fuel in violation of the Quality requirements of this Agreement; or

(3) Licensee's breach of any of the other provisions of this Agreement.

9. POST TERMINATION RIGHTS

A. Upon the expiration or termination of this Agreement, all of the rights Licensee under this Agreement shall forthwith terminate and immediately revert to NORA and NBB. Licensee shall immediately discontinue all use of the Trademark at no cost whatsoever to NORA.

B. Upon termination of this Agreement for any reason whatsoever, Licensee agrees to immediately return to NORA all material relating to the Trademark including, but not limited to, all artwork, color separations, prototypes and the like, as well as any market studies or other tests or studies conducted by NORA with respect to the Trademark, at no cost whatsoever to NORA.

10. RESTRICTIONS

A. This license is non-exclusive;

B. This license is geographically restricted to the Territory;

C. Licensee shall not promote, market, or sell biodiesel via the use of deceptive, misleading, or fraudulent marketing practices;

D. Licensee will in all of its respective uses of the Trademark on fuel oil indicate clearly that Trademark is registered with the U.S. Patent and Trademark Office by using the "®" designation;

E. Licensee will submit, within 5 days of NBB's request, one exemplar of each of Licensee's current uses of the Trademark, together with a description of its use

F. Licensee shall not interfere with the use of the Trademark by NBB or NORA or any known member of NBB or NORA; and

G. Both NORA and NBB have the right at its own expense to inspect and test all material sold in connection with the Trademark.

11. JURISDICTION AND DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Iowa.

12. AGREEMENT BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors and assigns.

13. ASSIGNABILITY.

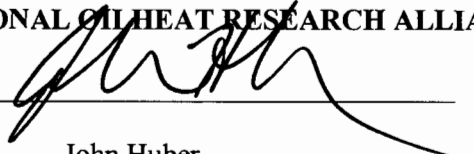
The license granted hereunder is personal to NORA and to Licensee and shall not be assigned by either Party unless in connection with a transfer of substantially all of the assets of the party or with the consent of NBB. NBB will notify NORA in advance of any assignment of its rights to Trademark.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

LICENSEE

NATIONAL OIL HEAT RESEARCH ALLIANCE

By: _____

By:  _____

Name: _____

Name: John Huber

Title: _____

Title: President

Date: _____

Date: _____

e-mail: _____

e-mail: info@nora-oilheat.org

Address: _____

Address: 600 Cameron Street

Alexandria, VA 22314

060727 NORA License T6271