PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
National Institute for Strategic Technology Acquisition and Commercialization	09/27/2006

RECEIVING PARTY DATA

Name:	GTLpetrol LLC
Street Address:	230 Park Avenue
Internal Address:	Suite 2440
City:	New York
State/Country:	NEW YORK
Postal Code:	10169

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	12468815
Patent Number:	6534551
Patent Number:	6669744
Application Number:	10083778
Patent Number:	7534276

CH $200.00 12468815

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	21280

NAME OF SUBMITTER:	Dee Bacon

Total Attachments: 28
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EXCLUSIVE LICENSE AGREEMENT

This License Agreement, effective as of September 27, 2006 ("EFFECTIVE DATE"), is made by and between the National Institute for the Strategic Technology Acquisition and Commercialization, a Kansas not-for-profit corporation having its principal place of business at 1500 Hayes Drive, Manhattan, KS, 66502 ("LICENSOR"), GTLpetrol LLC, a Delaware limited liability corporation having its principal place of business at 230 Park Avenue, Suite 2440, New York, NY 10169 ("LICENSEE"), and Dignitas Partners, a Delaware limited liability corporation having its principal place of business at 230 Park Avenue, Suite 2440, New York, NY 10169 ("DIGNITAS").

RECITALS

WHEREAS, LICENSOR is the owner of certain PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY relating to an Enhanced Heat Transfer Reforming ("EHTR") technology acquired, at least in part, from Air Products and Chemicals, Inc., with offices at 7201 Hamilton Boulevard, Allentown, Pennsylvania 18195-1501, ("APCI") under LICENSOR's Technology Acquisition, Development and Commercialization ("TADAC") program;

WHEREAS, the LICENSOR entered into the Technology Donation Agreement with APCI on December 26, 2003 relating to the EHTR technology;

WHEREAS, as a result of the Technology Donation Agreement, LICENSOR has rights to grant a license under PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY and desires to have said rights developed and commercialized to benefit the public and is willing to grant a license hereunder;

WHEREAS, LICENSEE has represented to LICENSOR, to induce LICENSOR to enter into this Agreement, that LICENSEE shall commit itself to a thorough, vigorous, and diligent program of developing a new business entity that will utilize the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY; and

WHEREAS, LICENSEE desires to obtain a license under PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY, and LICENSOR wishes to grant LICENSEE such a license upon the terms and conditions hereinafter set forth.

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

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms, whether used in singular or in plural, shall have the respective meanings set forth below:

1.1. "LICENSED PRODUCTS" shall mean any and all products that employ or are produced by the practice of inventions claimed in at least one VALID PATENT CLAIM (as hereinafter defined) or the practice of other intellectual property licensed pursuant to this Agreement.

1.2. "PATENT RIGHTS" shall mean all patents and patent applications listed in Addendum A, as well as any new patents, and patent applications relating to EHTR INTELLECTUAL PROPERTY developed or acquired from APCI by the LICENSOR, and shall further include any combinations, divisions, derivations, reexaminations, continuations, continuations-in-part, reissues and foreign counterparts directly related to those patents and patent applications.

1.3. "EHTR INTELLECTUAL PROPERTY" shall mean all rights of the LICENSOR under the Technology Donation Agreement, attached in Addendum B, entered into between the LICENSOR and APCI on December 26, 2003, including, but not limited to, patents, utility models, designs, copyrights, moral rights, trademarks, trade names, trade secrets, know-how (*e.g.*, know how referenced by the Technology Donation Agreement), programs, methods of processing, improvements, developments, source codes and object codes, and any other intellectual property or proprietary rights directed to PATENT RIGHTS either currently under the control of LICENSOR or developed or acquired from APCI by LICENSOR that is useful to EHTR.

1.4. "GTL INTELLECTUAL PROPERTY" shall mean any intellectual property acquired by the LICENSOR that may be used to convert natural gas to hydrocarbon liquids, including, but not limited to, any technology that may be applied to methane reforming or partial oxidation, the Fischer-Tropsch process, or hydrocracking process related to Fischer-Tropsch.

1.5. "ENTERPRISE VALUE" shall mean, at the closing of a transaction, the sum of (i) aggregate amount of equity contributed to such transaction, (ii) aggregate value of debt contributed to such transaction and (iii) aggregate value of debt assumed for such transaction.

1.6. "PROPRIETARY INFORMATION" shall mean all scientific, regulatory, marketing, financial, and commercial information or data, whether communicated in writing or orally, which is provided by one Party to the other Party in connection with this Agreement, providing that Proprietary Information that is orally communicated is summarized in writing within thirty (30) days of first disclosure, and providing that all Proprietary Information that is communicated in writing is marked "Proprietary," "Confidential," or with a substantially similar marking; and shall also mean any and all confidential information disclosed under the CDA.

1.7. "TERRITORY" shall mean worldwide.

1.8. "VALID PATENT CLAIM" shall mean a claim of an issued, maintained, and unexpired patent included within PATENT RIGHTS, which has not been revoked or held unenforceable or invalid by a final decision of a court or other governmental agency of competent jurisdiction having authority over said patent and that final decision is not appealed or is unappealable, and which has not been admitted to be invalid or unenforceable through reissue, disclaimer or other similar means.

ARTICLE II. LICENSE GRANT

2.1. EXCLUSIVE LICENSE. LICENSOR grants to LICENSEE an exclusive license under the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY to make, use, sell, offer for sale and import LICENSED PRODUCTS in the TERRITORY. In the event that the MAXIMUM PAYMENT is made by LICENSEE to LICENSOR in accordance with Section 3.5, LICENSOR grants to LICENSEE a non-terminable and perpetual exclusive license under the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY to make (including have made), use, sell, offer for sale and import LICENSED PRODUCTS in the TERRITORY.

2.2. NONCOMMERCIAL RIGHTS. With the approval of the LICENSEE, NISTAC may grant licenses under the PATENT RIGHTS to qualified research institutions and organizations with the right to make and use for noncommercial research purposes only, adhering to the confidentiality provisions of Article V.

2.3. SUBLICENSING. LICENSEE shall have the exclusive right to enter into sublicensing agreements for the rights, privileges and licenses granted hereunder provided that LICENSEE shall give LICENSOR sixty (60) days prior written notice thereof. Such agreements are subject to approval by LICENSOR, but such approval shall not be unreasonably withheld. No such sublicenses shall relieve LICENSEE of its obligations hereunder and each Sublicense Agreement shall incorporate terms to the foregoing effect. A copy of any Sublicense Agreement, and any amendments thereto, will be furnished to LICENSOR promptly upon execution and delivery. Upon termination of this Agreement, all Sublicensee's rights shall also terminate, subject to Article VII hereof, unless otherwise agreed in writing between LICENSOR and any Sublicensee.

2.4. SUBLICENSEE OBLIGATIONS. LICENSEE agrees that any Sublicenses it grants shall incorporate all of the restrictions, provisions and obligations in this Agreement. Such restrictions, provisions and obligations shall be binding upon the Sublicensee as if it were a party to this Agreement.

ARTICLE III. FEES AND ROYALTIES

3.1 LICENSE SIGNING. In lieu of upfront cash payment, LICENSEE shall issue 30% of its founding stock to LICENSOR, the remaining 70% of its founding stock shall be issued to founders of LICENSEE prior to the first round of private equity financing.

3.1.1 By June 1, 2007, LICENSEE shall have raised at least One Million U.S. Dollars ($1,000,000 US) in at least one round of private equity financing, and that any such round of financing is anticipated to dilute the percentage equity interest, on a pro rata basis, held by all equity holders in LICENSEE.

3.1.2 By June 1, 2009, LICENSEE shall have raised at least Three Million U.S. Dollars ($3,000,000 US) of equity or debt financing, and that such round of financing is anticipated to dilute the percentage equity interest, on a pro rata basis, held by all equity holders in LICENSEE.

3.1.3 However, in the event that DIGNITAS, its affiliates and/or principal significantly participate in such anticipated financings, the LICENSOR shall have the right to approve the valuation for such anticipated financings.

3.1.4 Both parties shall work together in good faith during the 90 days following the deadlines in 3.1.1 and 3.1.2 ("Cure Period") to either renegotiate a new license or provide some recourse for LICENSEE to recover at least some of its costs through anticipated future revenues by LICENSOR under future licenses under PATENT RIGHTS to third parties. After the Cure Period, failure to meet either milestones of 3.1.1 and 3.1.2 shall lead to automatic termination of the license.

3.1.5 In order to satisfy the aforementioned milestones, LICENSEE may enter into financing discussions and transactions with any party, including, but not limited to, APCI or any of APCI's competitors.

3.2 ANNUAL MINIMUM ROYALTY PAYMENTS. In accordance with the terms set forth in Article VI, LICENSEE shall pay a non-refundable payment creditable against the royalty payments due under Section 3.3 according to the following schedule:

Due Date	Amount
May 1, 2007	One Hundred Thousand U.S. Dollars ($100,000 US)
May 1, 2008	Two Hundred Thousand U.S. Dollars ($200,000 US)
December 31, 2008	Three Hundred Thousand U.S. Dollars ($300,000 US)
December 31, 2009	Four Hundred Thousand U.S. Dollars ($400,000 US)
December 31, 2010 and each December 31st thereafter subject to 3.3 and 3.4 below	Five Hundred Thousand U.S. Dollars ($500,000 US)

3.3 ROYALTY PAYMENTS. LICENSEE shall pay to LICENSOR a royalty payment of One Million U.S. Dollars ($1,000,000 US) for each new plant construction or existing plant acquisition undertaken by LICENSEE, such plant having an ENTERPRISE VALUE greater than $100,000,000 and utilizing LICENSED PRODUCTS. Half the fee shall be paid upon the closing of the financing transaction of such new plant construction or acquisition and the other half shall be paid 30 days following the initiation of continuous operation of the newly installed EHTR unit. Regardless, LICENSEE and LICENSOR agree that royalty payments will apply only to commercial plants and not to demonstration plants. For plants having an ENTERPRISE VALUE less than $100,000,000 and utilizing LICENSED PRODUCTS, LICENSEE shall pay to LICENSOR a royalty payment equal to 1% of the ENTERPRISE VALUE of such plant.

3.4 CREDITABLE PAYMENTS. Payments made under Sections 3.2, 3.3 and Article IV hereof shall be fully creditable against each other.

3.5 MAXIMUM PAYMENT. In no case, shall LICENSEE owe payments to LICENSOR in aggregate, in excess of Ten Million U.S. Dollars (MAXIMUM PAYMENT) under sections 3.2, 3.3 and Article IV hereof.

3.6 REIMBURSEMENT FOR THIRD PARTY PATENT COSTS.

3.6.1 As of May 1, 2008, upon presentation of appropriate invoices by the LICENSOR, LICENSEE shall reimburse LICENSOR a portion of reasonable past and ongoing third party patent costs incurred by LICENSOR in prosecuting and maintaining PATENT RIGHTS, in the amount of $75,000, the remainder of the patent costs shall be paid before May 1, 2009, but such reimbursement shall not exceed $250,000 in aggregate without prior written permission from LICENSEE. Reimbursement payments are due within thirty (30) days of the invoice date.

3.6.2 LICENSOR shall have full and complete ownership and control over the filing and prosecution of PATENT RIGHTS. However, LICENSEE shall have reasonable opportunities to advise LICENSOR, and shall cooperate with LICENSOR in such prosecution, filing and maintenance. Any new intellectual property, trade secrets, or other rights derived from the PATENT RIGHTS and/or EHTR INTELLECTUAL PROPERTY in the future by LICENSOR shall be subject to this Agreement under the terms herein. If LICENSEE, in writing, notifies LICENSOR that LICENSEE does not wish to reimburse any costs under Section 3.4.1 above, LICENSOR, in its sole discretion, may terminate, in writing, LICENSEE's rights falling within the particular portion of PATENT RIGHTS for which reimbursement was withheld.

3.6.3 After May 1, 2008, LICENSEE shall bear all on-going third party patent costs in prosecuting and maintaining PATENT RIGHTS. Prior to May 1, 2008, LICENSOR shall bear all on-going third party patent costs in prosecuting and maintaining PATENT RIGHTS.

3.7 LATE PAYMENT. Any amounts not paid by LICENSEE when due under this Agreement will be subject to interest from and including the date payment is due through and including the date upon which LICENSEE makes payment at the Prime Rate plus Two Percent (2%) as defined in the Wall Street Journal as of the due date and calculated daily on the basis of a 365-day year.

ARTICLE IV. PATENT MATTERS

4.1 PATENT PROSECUTION AND MAINTENANCE

(a) DUTY TO MAINTAIN AND PROSECUTE. Subject to Section 3.6 above, LICENSOR shall have the obligation to prosecute and maintain the PATENT RIGHTS. In the event LICENSOR desires to terminate or cease prosecution or maintenance of any PATENT RIGHTS, it shall notify LICENSEE in writing, and LICENSEE shall have the opportunity to control, at its expense, the prosecution and maintenance of such PATENT RIGHTS.

(b) LICENSEE PROSECUTION. Subject to Section 3.6 above, in the event that LICENSEE acquires control of the prosecution and maintenance of any PATENT RIGHTS in accordance with Section 4.1(a), LICENSOR will promptly provide to LICENSEE copies of all existing files and records pertaining to those PATENT RIGHTS, including without limitation all office actions, drafts, receipts, drawings, correspondence, disclosures, models, copies, prototypes, diagnostic reports, prior art and analyses.

4.2 PATENT LITIGATION

(a) DUTY TO INFORM. Either party shall promptly inform the other party in writing of any alleged infringement of the Patent Rights by a third party and shall provide the other party with any available evidence thereof. Neither party shall formally notify a third party of the infringement of Patent Rights without first consulting with the other party. Both parties shall use reasonable efforts and cooperation to terminate infringement without litigation.

(b) RIGHT TO PROSECUTE. During the term of this Agreement, LICENSEE shall have the first right, but not the obligation, to prosecute at its own expense all infringements of the PATENT RIGHTS and, in furtherance of such right, LICENSOR hereby agrees that LICENSEE may include LICENSOR as a party plaintiff in any such suit, without expense to LICENSOR provided, however, that such right to bring such an infringement action shall remain in effect only for so long as the license granted herein remains exclusive. The total cost of any such infringement action commenced or defended solely by LICENSEE shall be borne by LICENSEE. LICENSEE shall indemnify LICENSOR against any order for costs that may be made against LICENSOR in such proceedings.

(c) RIGHT TO WITHHOLD PARTIAL PAYMENTS. In the event that LICENSEE shall undertake the enforcement and/or defense of the PATENT RIGHTS by litigation, LICENSEE may withhold up to fifty percent (50%) of the payments otherwise due LICENSOR under Article III herein and apply the same toward reimbursement of LICENSEE's expenses, including reasonable attorneys' fees, in connection therewith. Any recovery of damages by LICENSEE for each such suit shall be applied first in satisfaction of any unreimbursed expenses and legal fees of LICENSEE relating to such suit, and next toward reimbursement of LICENSOR for any payments under Article III past due or withheld and applied pursuant to this Article IV. LICENSEE shall receive eighty percent (80%), and LICENSOR shall receive twenty percent (20%) of the balance of any recovery, damages, or settlement proceeds after the above obligation is met.

(d) LICENSOR PROSECUTION. If within six (6) months after having been notified of any alleged infringement, LICENSEE shall have been unsuccessful in persuading the alleged infringer to desist and shall not have brought and shall not be diligently prosecuting an infringement action, or if LICENSEE shall notify LICENSOR, in writing, at any time prior thereto of its intention not to bring suit against any alleged infringer then, and in those events only, LICENSEE may request the LICENSOR to prosecute at its own expense any infringement of the PATENT RIGHTS, and LICENSOR may, for such purposes, use the name of LICENSEE as party plaintiff. LICENSOR shall have the option, but not a duty, to engage in litigation.

(e) SETTLEMENT PROCEEDS. In the event that LICENSOR shall undertake enforcement and/or defense of the PATENT RIGHTS litigation, any recovery, damages or settlement derived from such action shall be applied first in satisfaction of any unreimbursed expenses and legal fees of LICENSOR. LICENSOR shall receive eighty percent (80%), and LICENSEE shall receive twenty percent (20%) of the balance of any recovery, damages, or settlement proceeds after the above obligation is met.

(f) COOPERATION. In any infringement suit as either party may institute to enforce the PATENT RIGHTS pursuant to this Agreement, the other party hereto shall, at the request and expense of the party initiating such suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

(g) DEFENSE. In the event that LICENSEE or LICENSOR is sued for infringement of intellectual property related to EHTR by a third party, for activity related to PATENT RIGHTS, LICENSEE has the right to (i) acquire such rights from the third party at LICENSEE's own expense, and reduce any payments due under Sections 3.2, 3.3 and 3.5 by the 50% such acquisition expense, or (ii) in the event that a judgment is issued against LICENSEE requiring payment of damages, LICENSEE has the right to reduce any payments due under Sections 3.2, 3.3 and 3.5 by 50% of the damage payment. In any event, such reduction of payments due under Sections 3.2, 3.3 and 3.5 shall not exceed $5 million.

4.3 FUTURE RIGHTS

(a) IMPROVEMENTS. LICENSEE shall have all rights, title and interest in and to any improvements, modifications or derivatives of the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY made or conceived or reduced to practice by LICENSEE.

(b) FUTURE APCI INTELLECTUAL PROPERTY. In accordance with section 5.7 of the Technology Donation Agreement, LICENSOR agrees to diligently negotiate in good faith with APCI to confirm the additional intellectual property rights useful to EHTR and transferable to LICENSEE under Section 5.7 of the Technology Donation Agreement, the "covenant not to sue NISTAC, NISTAC Affiliates, and any licensees of NISTAC for practice within the defined scope of claims of PATENT RIGHTS" In the event that such future rights are confirmed or otherwise acquired by LICENSOR, such rights are automatically included in the EHTR INTELLECTUAL PROPERTY as defined in Section 1.3.

ARTICLE V. CONFIDENTIALITY AND PUBLICATIONS

5.1 NONDISCLOSURE OF PROPRIETARY INFORMATION. LICENSOR and LICENSEE shall use Proprietary Information received from the other party only in accordance with this Agreement and shall not disclose same to any third party, without the prior written consent of the other party. The foregoing obligations shall survive the expiration or termination of this Agreement for a period of three (3) years. These obligations shall not apply to any information which:

(a) is known by the receiving party at the time of its receipt, and not through a prior confidential disclosure by the disclosing party, as documented by business records;

(b) is at the time of disclosure or thereafter becomes published or otherwise part of the public domain without breach of this Agreement by the receiving party;

(c) is subsequently disclosed to the receiving party by a third party who has the right to make such disclosure;

(d) is independently developed by or for the receiving party without the aid, use or application of Proprietary Information received from the disclosing party and such independent development can be properly demonstrated by the receiving party;

(e) is disclosed to governmental or other regulatory agencies in order to obtain patents or to gain approval to conduct trials or to market LICENSED PRODUCTS, but such disclosure may only be to the extent reasonably necessary to obtain such patents or approvals;

(f) is disclosed to agents, consultants, and/or other third parties for the furtherance of funding, constructing, permitting operating, research and development, and/or marketing of LICENSED PRODUCTS (or for such parties to determine their interest in performing such activities) in accordance with this Agreement on the condition that such third parties agree to be bound by the confidentiality obligations contained in this Agreement, except that the term of confidentiality for such third parties shall be no less than five (5) years from the time of disclosure; or

(g) is required to be disclosed by law (or regulation) or court order, provided that notice is promptly delivered to the other party in order to provide an opportunity to seek a protective order or other similar order with respect to such Proprietary Information, and thereafter discloses only the minimum information required to be disclosed in order to comply with the request, whether or not a protective order or other similar order is obtained by the other party.

Nothing herein shall be interpreted to prohibit LICENSEE from publishing the results of its studies with respect to LICENSED PRODUCTS in accordance with industry practices.

5.2 PROPRIETARY NATURE OF THIS AGREEMENT. The parties agree to treat as Proprietary Information the terms of this Agreement, in accordance with the terms and conditions of Section 5.1 above. The general terms of Article II shall be exempt from this requirement as necessary for either party to further its mission and business practices without undue restriction or hardship.

ARTICLE VI. REPORTS, PAYMENTS, AND RECORDS

6.1 REPORTS. LICENSEE shall submit annual reports at the time that minimum payments are due under Section 3.2 above, whether or not any fee is due. Such reports shall project any plans for new plant construction or acquisition.

6.2 PAYMENTS. Payments to be made by LICENSEE to LICENSOR under this Agreement shall be paid by check made to the order of "NATIONAL INSTITUTE FOR STRATEGIC TECHNOLOGY ACQUISITION AND COMMERCIALIZATION" or by bank wire transfer in immediately available funds to such bank account in the United States designated in writing by LICENSOR from time to time.

6.3 INSPECTION. LICENSEE shall keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to LICENSOR thereunder. Said books of account shall be kept at LICENSEE's principal place of business or the principal place of business of the appropriate division of LICENSEE to which this Agreement relates. Said books and the supporting data shall be open at all reasonable times for five (5) years following the end of the calendar year to which they pertain, to the inspection of LICENSOR or its agents for the sole purpose of verifying LICENSEE's compliance with this Agreement. Should such inspection lead to the discovery of a discrepancy of greater than five percent (5%) in payments owed for the period audited, to LICENSOR's detriment, then LICENSEE agrees to pay the reasonable cost of such inspection.

ARTICLE VII. DISPUTED CLAIM RESOLUTION

7.1 ARBITRATION. In the event that there is a dispute between LICENSOR and LICENSEE regarding payment under Article III or Article IV, LICENSOR and LICENSEE agree that failure to make the disputed payment and/or additional payments is not a breach of this Agreement LICENSOR and LICENSEE shall negotiate in good faith to resolve the payment dispute. If LICENSOR and LICENSEE are unable to resolve any payment dispute within sixty (60) days, then LICENSOR or LICENSEE may submit the issue to binding arbitration. Disputes between any of the parties in regards to occurrence of any other breach of this Agreement shall also be submitted to binding arbitration. The disputes shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association, except that a technical expert shall be appointed as the arbitrator for disputes. In this case, the arbitrator shall be independent of the parties, agreeable to the parties, and substantially familiar with syngas and/or gas-to-liquid technologies. If the parties cannot agree on an arbitrator after ninety (90) days or for other disputes, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in New York. The arbitrator shall render a written decision with the reasons therefore within one hundred and twenty (120) days from the date the matter is submitted to arbitration.

7.2 FINDINGS. The decision of the arbitrator shall be binding and conclusive on the parties, and they shall comply with such decision in good faith. If the arbitrator determines that LICENSEE owes a payment to LICENSOR, payment shall be due within thirty (30) days of the decision.

7.3 ARBITRATION JURISDICTION. Each party hereby submits itself to the jurisdiction of the courts of New York for the entry of judgment with respect to the decision of the arbitrator hereunder. Notwithstanding the foregoing, judgment on the award by the arbitrator may be entered in any court of New York or any court have jurisdiction. If judicial enforcement or review of the arbitrator's decision is sought, the prevailing party shall be entitled to its costs and reasonable attorneys' fees in addition to any amount of recovery ordered by the court.

ARTICLE VIII. TERMINATION

8.1 TERMINATION AND EXPIRATION. This Agreement shall be effective as of the EFFECTIVE DATE, even though necessary ratifying signatures may be at a later date, and shall remain in full force and effective until expiration of the last VALID PATENT CLAIM or termination as provided below.

8.2 TERMINATION BY LICENSEE. LICENSEE shall have the right to terminate this Agreement unilaterally at any time by sending written notice of termination to LICENSOR six (6) months prior to the Termination Date.

8.3 TERMINATION FOR CAUSE. Each Party shall have the right to terminate this Agreement upon written notice to the other Party if the other Party commits a material breach of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied within sixty (60) days of the receipt by the breaching party of notice of the breach. In the event that this Agreement is terminated for any reason, the license granted under Section 2.1 and the sublicense right granted under Section 2.3 shall survive the termination for plants that are in existence, in operation, under construction, or partially funded at the time of termination, provided that all requisite royalty and other payments are made pursuant to the terms set forth in this document.

8.4 SATISFACTORY DUE DILIGENCE. LICENSEE has completed its due diligence .

8.5 EFFECT OF INSOLVENCY. Unless otherwise agreed in writing in advance, this Agreement terminates forthwith if LICENSEE becomes insolvent or has a receiver appointed over the whole or any part of its assets or enters into any compound with its creditors or has an order or resolution passed for it to be wound up otherwise than in furtherance of a scheme for amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of this Agreement.

8.6 TERMINATION OBLIGATIONS. LICENSEE agrees in the event of termination of this Agreement for any reason to transmit copies to LICENSOR of all information of LICENSEE (excluding information including third party confidential information) related to the development, marketing, economic and any other reports or information concerning the production, sale, and use of said PATENT RIGHTS.

8.7 OBLIGATIONS REMAIN. LICENSEE shall pay to LICENSOR all royalties accrued and other payments that may have become due before the expiration or Termination Date of this Agreement, and are to be paid within thirty (30) days of such date.

8.8 SURVIVING OBLIGATIONS. Article V (Confidentiality), Section 6.3 (Inspection) of Article VI (Reports and Payments), Section 8.3 (Survival of License), Article IX (Indemnification and Liability), and Article X (Miscellaneous Provisions) shall survive the expiration or early termination of this Agreement. In the event this Agreement terminates under Section 8.1 or 8.3 due to breach by LICENSOR, LICENSEE shall retain its rights and license granted in Article II without further remuneration due to LICENSOR. Further, in the event this Agreement terminates under Section 8.3 due to breach by LICENSEE, LICENSEE shall thereafter have no license or rights to the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY granted in Article II except for those plants that are in operation, exist, under construction, or partially funded at the time of Termination as indicated in Section 8.3. However, LICENSEE shall retain the rights of any new intellectual property developed by the LICENSEE that may, or may not, be relate to EHTR technology.

ARTICLE IX. REPRESENTATIONS AND WARRANTIES

9.1 LICENSEE acknowledges it has or can establish the skill, knowledge, and capability to develop, produce, manufacture, market, and sell LICENSED PRODUCTS. LICENSEE acknowledges that LICENSOR's performance is based on LICENSOR's contracts with APCI, and that LICENSEE has performed due diligence of same and finds their terms and conditions acceptable.

9.2 LICENSOR represents and warrants that:

(a) LICENSOR owns or controls the PATENT RIGHTS pursuant to its agreement with APCI.

(b) LICENSOR has the right to enter into this Agreement and to grant the rights and licenses herein granted, including, but not limited to, PATENT RIGHTS and the EHTR INTELLECTUAL PROPERTY,

(c) LICENSOR has not made and to the best of LICENSOR's knowledge, there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written or implied, inconsistent with the rights and licenses granted to LICENSEE under this Agreement,

(d) to the best of LICENSOR's knowledge, the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY do not infringe the rights of third parties even in light of the European oppositions submitted against EP Patent No. 1197471,

(e) LICENSOR shall continue to support LICENSEE in its due diligence, by assisting LICENSEE with its efforts to obtain resources, including, but not limited to, access to APCI, current and former employees of APCI relating to PATENTS RIGHTS and EHTR INTELLECTUAL PROPERTY, any third-party the LICENSOR interacted with relating to PATENTS RIGHTS and EHTR INTELLECTUAL PROPERTY such as consultants (e.g. Dennis Brown) and attorneys,

(f) As of the EFFECTIVE DATE, LICENSOR does not own or control any other GTL INTELLECTUAL PROPERTY, and

(g) To the extent that LICENSOR remains an equity owner of the LICENSEE,

a. LICENSEE shall have a right of first option to negotiate for a license on GTL INTELLECTUAL PROPERTY that are acquired in the future by the LICENSOR. LICENSOR confirms that LICENSOR does not possess or control any such GTL INTELLECTUAL PROPERTY at this time other than those patents listed in Addendum A; however, should LICENSOR acquire possession or control of such GTL INTELLECTUAL PROPERTY in the future, LICENSOR shall give LICENSEE notice of such rights within 60 days of acquisition and LICENSEE shall advise LICENSOR in writing within 30 days of notice as to whether LICENSEE would like to negotiate a license. If not, then this completes any obligation that LICENSOR has to LICENSEE in regard to these particular patents. If so, LICENSOR and LICENSEE agree to negotiate such license in good faith, but if LICENSOR and LICENSEE cannot come to terms, then LICENSOR agrees not to enter into any third party license for terms less than the terms that were offered from LICENSEE to LICENSOR, and

b. LICENSOR agrees that it shall not directly compete with the LICENSEE as it relates to the GTL INTELLECTUAL PROPERTY.

9.3 Nothing in this Agreement shall be construed as: (1) a warranty or representation that any or all PATENT RIGHTS would be found valid by a court of competent jurisdiction; (2) a warranty or representation that anything made, used, sold or otherwise disposed of by LICENSEE under the rights and licenses or sublicenses granted in this Agreement is or will be free from infringement of patents of third parties; or (3) conferring by implication or otherwise any license or rights under any patents of LICENSOR other than the PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY, provided, however, that LICENSOR shall not invoke any dominant patent or patent application owned or controlled by, or licensed to, the LICENSOR to in any way restrict the rights and/or licenses granted to LICENSEE under this Agreement.

9.4 MERCHANTABILITY AND DISCLAIMER OF WARRANTIES. LICENSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE LICENSED PRODUCTS, VALIDITY OF PATENT RIGHTS, CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY OR COMMERCIAL APPLICATION OF LICENSED PRODUCTS.

ARTICLE X. INDEMNIFICATION AND LIABILITY

10.1 INDEMNIFICATION. LICENSEE hereby (a) assumes all risk, responsibility and liability for any and all claims, expenses and judgments (including attorney's fees) arising out of or in the course of its (or any sublicensees') practice of PATENT RIGHTS and EHTR INTELLECTUAL PROPERTY, and (b) will release, indemnify, defend, and hold APCI, APCI affiliates, LICENSOR, LICENSOR Affiliates and LICENSEE and their respective directors, officers, employees, and agents harmless from any and all claims, costs or damages, under any theory of liability, to the extent resulting from, arising out of, or in the course of such practice and use; provided, however, that the LICENSEE shall not be liable to LICENSOR in any such case to the extent that any such loss, claim, damage or liability is found, in a final judgment by a court of competent jurisdiction, to have resulted from LICENSOR's willful misconduct or gross negligence in the performance of his or its duties under this Agreement.

10.2 NOTICE OF CLAIMS. The indemnified party shall give the indemnifying party reasonably prompt notice of any claims of third parties as to which it proposes to demand indemnification hereunder. The indemnifying party shall have the right to assume the good faith defense, compromise, or settlement of any such claim (without prejudice to the right of the indemnified party to participate in such defense) at its own expense through attorneys reasonably acceptable to the indemnified party. If the indemnifying party does not elect to defend such claim or suit within ten (10) days after having received notice thereof, the indemnified party may in its sole discretion defend against such claim or suit at the indemnifying party's expense. The indemnified party may thereafter elect to settle such claim or suit or otherwise enter into a compromise with the claimant. If damages and/or costs are awarded against the indemnified party in any such claim or suit, the indemnifying party shall indemnify and hold harmless the indemnified party for all such damages and/or costs. All other costs and/or fees which result from the assertion of any such claim or suit, including but not limited to attorneys' fees, incurred by the indemnified party in defense of any such claim or suit, shall be promptly reimbursed to the indemnified party by the indemnifying party.

10.3 RIGHT TO RETAIN COUNSEL. In any action, the indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnified party, if representation of the indemnified party by the counsel selected by the indemnifying party will be inappropriate due to actual or potential differing interests between the two parties.

10.4 INDEMNIFIED PARTY OBLIGATIONS. The indemnified party shall, at the request of the indemnifying party, cooperate in all respects including being named as a party if necessary or desirable, and to have its employees testify when requested and make available relevant records, information, samples, and the like at the requesting party's expense.

10.5 REQUIRED CONSENT. Neither Party may enter into any settlement, consent judgment or other voluntary final disposition of a claim or action related to any liability without the prior written consent of the other Party, if such disposition would (a) impose any monetary obligation on or adversely affect the business or operations of the other Party, (b) require the other Party to submit to any injunctive relief or restrictions affecting the other Party, or (c) otherwise limit the other Party's rights under this Agreement. Any payment made by a Party to settle any such claim or action shall be at its own cost and expense.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.1 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed therein, without giving effect to its conflicts of laws, principles or rules. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. To the extent permitted by applicable law, any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement shall be held in New York, New York if the complaint is brought by LICENSOR; or Kansas City, Missouri, if the complaint is brought by LICENSEE, or as otherwise mutually agreed, or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits.

11.2 USE OF NAME. Use by one party of the name of the other party to this Agreement or any of the other party's respective employees is not permitted in any form of promotion or in connection with the sale of products, processes, devices, or designs without prior written approval from LICENSOR. Both parties agree that they will provide copies of any intended press releases or publications that mention the name of the other party sufficiently before their intended release to the public.

11.3 DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not be interpreted so as to limit or affect in any way the meaning of the language in the pertaining Article, Section, Paragraph or Subparagraph.

11.4 NOTICES AND REPORTS. Notices and reports under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes thereof when mailed by certified mail or by special courier to the party to be notified as addressed below and providing the party to be notified is also promptly advised by telephone or facsimile of the sending and content of the written notice.

If to LICENSOR:	If to LICENSEE:
Attention: The President National Institute for the Strategic Technology Acquisition and Commercialization 1500 Hayes Drive Manhattan, Kansas 66502 Phone: (785) 532-5720 Facsimile: (785) 532-3920	Attention: Chief Executive Officer GTLpetrol LLC 230 Park Avenue, Suite 2440 New York, NY 10169 Phone: (212) 750-6931 Facsimile: (212) 750-2512

11.5 ENTIRE AGREEMENT; Amendment. This Agreement (including the Exhibits attached hereto) sets forth all of the covenants, promises, agreements, warranties, representations, conditions and understandings between the LICENSOR and LICENSEE and/or LICENSOR and DIGNITAS hereto with respect to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the LICENSOR and LICENSEE and/or LICENSOR and DIGNITAS. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of the Parties.

11.6 SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use reasonable efforts to agree upon a valid and enforceable provision, which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

11.7 WAIVER. Any delay or failure in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, nor operate to bar the exercise or enforcement thereof at any time or times, thereafter, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.

[The next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in duplicate by their duly authorized officers.

GTLpetrol LLC

Agreed by: [signature]

Printed Name: John N. Kiliski

Title: Managing Member

Date: September 29, 2006

NATIONALINSTITUTE FOR STRATEGIC TECHNOLOGY ACQUISITION AND COMMERCIALIZATION

Agreed by: [signature]

Printed Name: Robert T. Reader

Title: VP Licensing

Date: 27 Sept 2006

DIGNITAS PARTNERS LLC

Agreed by: [signature]

Printed Name: John N. Kiliski

Title: Managing Partner

Date: September 29, 2006

Addendum A – Patent Rights

Country	Status	Application Number	Filing Date	Patent Number	Title	Inventor
EUROPE	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
AUSTRIA	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
BELGIUM	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
CYPRUS	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
DENMARK	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
FINLAND	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
FRANCE	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
GERMANY	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
GREECE	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
NETHERL	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
IRELAND	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
ITALY	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
LUXEMB	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
MONACO	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
PORTUGA	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
SPAIN	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
SWEDEN	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
SWITZER	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
TURKEY	ABD	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
UNITED K	GRANTED	01308724.2	12-Oct-01	1197471	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
USA	GRANTED	301951	22-Nov-02	6669744	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
USA	GRANTED	968970	27-Sep-01	6534551	Process and apparatus for the production of synthesis gas	ALLAM RODNEY JOHN
EUROPE	PND	03712473.2	24-Feb-03		A PROCESS AND APPARATUS FOR THE PRODUCTION OF SYNTHESIS GAS	ALLAM RJ
AUSTRAL	PND	2003216567	24-Feb-03		A PROCESS AND APPARATUS FOR THE PRODUCTION OF SYNTHESIS GAS	ALLAM RJ
CANADA	PND	2482404	24-Feb-03		A PROCESS AND APPARATUS FOR THE PRODUCTION OF SYNTHESIS GAS	ALLAM RJ
GULF CO	PND	GCC/P/2003	22-Feb-03		A PROCESS AND APPARATUS FOR THE PRODUCTION OF SYNTHESIS GAS	ALLAM RJ
USA	PND	518038	10-Dec-04		A PROCESS AND APPARATUS FOR THE PRODUCTION OF SYNTHESIS GAS	ALLAM RJ
USA	ABD	085778	25-Feb-02		A PROCESS AND APPARATUS FOR THE PRODUCTION OF SYNTHESIS GAS	ALLAM RJ
GULF CO	PND	GCC/P/2003	6-Aug-03		PROCESS AND APPARATUS FOR THE PRODUCTION OF HYDROCARBON COMPOUNDS FROM METHANE	
UNITED K	ABD	0218815.9	13-Aug-02		PROCESS AND APPARATUS FOR THE PRODUCTION OF HYDROCARBON COMPOUNDS FROM METHANE	

TECHNOLOGY DONATION AGREEMENT

This Agreement, which shall be effective as of 26 December 2003 ("Effective Date"), is made between AIR PRODUCTS AND CHEMICALS, INC. ("AIR PRODUCTS"), a corporation organized and existing under the laws of the State of Delaware, with offices at 7201 Hamilton Boulevard, Allentown, Pennsylvania 18195-1501, and The MID-AMERICA COMMERCIALIZATION CORPORATION ("MACC"), a non-profit institution organized and existing under the laws of the State of Kansas, with offices at 1500 Hayes Drive, Manhattan, Kansas. 66502

1 BACKGROUND

1.1 AIR PRODUCTS is the owner of certain patents and patent applications in the area of Gas to Liquids ("GTL") Technology ("FIELD"). MACC has a proven track record in developing and commercializing donated technologies. MACC has indicated an interest in receiving a donation of AIR PRODUCTS PATENT RIGHTS and in receiving AIR PRODUCTS KNOW-HOW, as both are defined below, related to the FIELD. MACC's interest in the donation is to further MACC's goals and objectives, and particularly to further develop donated technologies through university research and/or to license donated technologies for commercial application to meet market, social and economic needs, while also using donated technologies to enhance educational programs and facilitate the establishment of mutually beneficial relationships between industry and academe. AIR PRODUCTS is willing to donate its rights in the AIR PRODUCTS PATENT RIGHTS and AIR PRODUCTS KNOW-HOW to MACC.

1.2 In consideration of the above premises, and the promises and obligations of the respective Parties set forth below, AIR PRODUCTS and MACC, intending to be legally bound, agree as follows:

2 DEFINITIONS

2.1 The terms designated in entire caps (except for the heading of Articles and Paragraphs) shall have the meanings set forth below or set forth in other paragraphs of this Agreement.

2.2 "AIR PRODUCTS AFFILIATES" means any company or entity in which AIR PRODUCTS owns, directly or indirectly, at least fifty percent (50%) of the stock having the right to vote for directors thereof.

2.3 "AIR PRODUCTS PATENT RIGHTS" means the patents and patent applications listed in Appendix A hereof.

2.4 "AIR PRODUCTS KNOW-HOW" means AIR PRODUCTS technical information expressly listed in Appendix B.

2.5 "CONFIDENTIAL INFORMATION" means the valuation of the DONATED PROPERTY performed by or on behalf of AIR PRODUCTS as well as all documents relating to the valuation and how such valuation was determined and calculated. For purposes of clarity, any document listed in Appendix B shall not be construed to be covered by the definition of CONFIDENTIAL INFORMTION.

2.6 "DONATED PROPERTY" means all of the AIR PRODUCTS PATENT RIGHTS and the AIR PRODUCTS KNOW-HOW, taken collectively.

2.7 "MACC AFFILIATES" means any entity in which MACC directly or indirectly owns or controls at least fifty percent (50%) of the equity or other ownership interests of the entity, or any entity in which MACC served as a founder or co-founder.

3 ASSIGNMENT OF RIGHTS

3.1 AIR PRODUCTS hereby donates and assigns its entire right, title and interest in DONATED PROPERTY to MACC. Such assignment to MACC includes AIR PRODUCTS' right to enforce AIR PRODUCTS PATENT RIGHTS and to recover damages for any infringement retroactively to the issue date of any Patent included in AIR PRODUCTS PATENT RIGHTS. AIR PRODUCTS agrees, at its expense, to promptly record assignments in favor of MACC with the United States, Canadian, European and any other national patent offices for patents and patent applications covered by AIR PRODUCTS PATENT RIGHTS. Since AIR PRODUCTS KNOW-HOW listed in Appendix B is tangential to the know-how developed by AIR PRODUCTS for its core business, MACC acknowledges and agrees that nothing in this Agreement shall require or be construed to require AIR PRODUCTS to disclose other know-how or other information related to (a) EHTR design technology and software; (b) metal dusting abatement technology; (c) the integrations of the technology of the Field technology with air separation units, natural gas liquefaction units, petrochemical production units, ammonia production units, power production units or helium extraction units; (d) technology related to equipment and processes for the production of synthesis gas or hydrogen; (e) technology related to equipment and processes for the separation, purification or recovery of components from any gas containing stream; (f) technology related to equipment and processes the liquefaction of gas streams or their components and (g) AIR PRODUCTS proprietary thermodynamic data base.

3.2 In addition to the foregoing contribution of the AIR PRODUCTS PATENT RIGHTS and as an additional contribution to MACC, AIR PRODUCTS agrees to pay to MACC the sum of One Hundred Fifty Thousand United States Dollars (US$ 150,000) within thirty (30) days of the Effective Date in the form of a Restricted Grant, which shall be used by MACC either (a) to pay the costs of prosecution and/or maintenance of AIR PRODUCTS PATENT RIGHTS or, at its discretion, (b) to further its goals and objectives of the donation contemplated in Article 1.

4 PATENT AND KNOW HOW ASSISTANCE

4.1 AIR PRODUCTS shall provide reasonable technical assistance to MACC related to the preparation and prosecution of any patent applications relating to improvements of MACC covered by AIR PRODUCTS PATENT RIGHTS or described therein or in AIR PRODUCTS KNOW-HOW which name one or more AIR PRODUCTS employees as inventors, provided that such assistance shall in all cases be provided at times and in a manner that is not unduly disruptive of AIR PRODUCTS' normal course of business. The filing and/or prosecution of any such patent applications under AIR PRODUCTS PATENT RIGHTS shall be at MACC's sole discretion and expense.

4.2 AIR PRODUCTS agrees to cooperate with MACC to the extent AIR PRODUCTS cooperation may be required in the enforcement or defense of any of AIR PRODUCTS PATENT RIGHTS or of any patents obtained pursuant to the preceding paragraph, again provided that such assistance shall be provided at times and in a manner that is not unduly disruptive of AIR PRODUCTS' normal course of business, and further provided reasonable compensation is paid AIR PRODUCTS for the time spent by AIR PRODUCTS employees in these enforcement or defense activities, and for AIR PRODUCTS' reasonable out-of-pocket costs including any necessary travel expenses or accommodation.

4.3 AIR PRODUCTS shall provide reasonable access to MACC, MACC AFFILIATES and their employees to all information relating to KNOW HOW, including relevant lab notebooks, technical data, specifications, drawings, design, testing, and engineering documentation, and similar data helpful in allowing MACC to utilize the DONATED PROPERTY.

4.4 AIR PRODUCTS shall provide MACC with copies (if any) of patent infringement and/or validity analyses and/or opinions prepared by or for AIR PRODUCTS regarding DONATED PROPERTY.

4.5 In order to facilitate the transmission of AIR PRODUCTS KNOW-HOW, AIR PRODUCTS shall make its employees or consultants familiar with the DONATED PROPERTY, contingent upon their availability and willingness, available to MACC for up to five (5) days at times and locations to be agreed upon that are convenient to all parties.

5 WARRANTIES, DISCLAIMERS AND INDEMNITIES

5.1 AIR PRODUCTS IS NOT AWARE OF ANY CLAIM OR WRITTEN THREAT OF CLAIM BY ANY THIRD PARTY THAT THE PRACTICE OF AIR PRODUCTS PATENT RIGHTS WILL INFRINGE THIRD PARTY PATENTS OR INTELLECTUAL PROPERTY RIGHTS. OTHER THAN AS SET FORTH ABOVE, AIR PRODUCTS MAKES NO WARRANTIES WITH RESPECT TO FREEDOM FROM ALLEGED INFRINGEMENT OF THIRD PARTY PATENTS OR FREEDOM FROM THIRD PARTY INFRINGERS, AND AIR PRODUCTS SHALL NOT BE UNDER ANY OBLIGATION TO HOLD MACC OR FUTURE LICENSEES, ASSIGNEES OR TRANSFEREES OF MACC HARMLESS AGAINST SUCH ALLEGED INFRINGEMENT OF THIRD PARTY PATENTS.

5.2 AIR PRODUCTS MAKES NO WARRANTIES WITH RESPECT TO THE POTENTIAL EARNING CAPACITY, POTENTIAL REVENUE GENERATION OR OTHER FUTURE FINANCIAL PERFORMANCE OF DONATED PROPERTY FOR ANY PERIOD AFTER THE EFFECTIVE DATE.

5.3 AIR PRODUCTS ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE PRACTICE BY MACC OR ITS LICENSEES, ASSIGNEES OR TRANSFEREES OF AIR PRODUCTS KNOW-HOW AND/OR AIR PRODUCTS PATENT RIGHTS. MACC RELEASES AIR PRODUCTS, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY CLAIMS, COSTS OR DAMAGES, INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING AFTER THE EFFECTIVE DATE OUT OF, IN CONNECTION WITH, OR IN THE COURSE OF THE PRACTICE OF DONATED PROPERTY BY MACC, ITS LICENSEES, ASSIGNEES OR TRANSFEREES. WITH RESPECT TO INDEMNIFICATION OF AIR PRODUCTS FOR ACTS

OF MACC'S LICENSEES, ASSIGNEES, OR TRANSFEREES, MACC MAY DISCHARGE THIS DUTY THROUGH USE OF AN INDEMNIFICATION CLAUSE NAMING AIR PRODUCTS AS AN INDEMNIFIED PARTY IN THE LICENSE, ASSIGNMENT, OR OTHER TRANSFER DOCUMENT. THE PARTIES AGREE THAT MACC SHALL ASSUME NO RESPONSIBILITY FOR ANY CLAIMS, COSTS OR DAMAGES ARISING FROM AIR PRODUCTS' USE OF DONATED PROPERTY PRIOR TO THE EFFECTIVE DATE AND THAT NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AIR PRODUCTS SHALL INDEMNIFY MACC, MACC AFFILIATES, LICENSEES OF MACC AND THEIR RESPECTIVE TRUSTEES, OFFICERS AND EMPLOYEES, FROM ANY CLAIMS, COSTS OR DAMAGES, INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING ON OR BEFORE THE EFFECTIVE DATE OUT OF, IN CONNECTION WITH, OR IN THE COURSE OF THE PRACTICE OF DONATED PROPERTY.

5.4 AIR PRODUCTS REPRESENTS AND WARRANTS THAT IT HAS RIGHT, TITLE AND INTEREST IN AND TO DONATED PROPERTY AND HAS THE AUTHORITY TO ENTER THIS AGREEMENT. AIR PRODUCTS FURTHER REPRESENTS AND WARRANTS THAT IT IS NOT AWARE OF ANY CLAIMS IT HAS (WHETHER ASSERTED OR UNASSERTED) AGAINST THIRD PARTIES ARISING OUT OF ANY CONTRACT NEGOTIATIONS, CONTRACTS, OR ANY OTHER LEGAL ENTITY RELATIONSHIPS WITH SUCH THIRD PARTIES. AS USED IN THIS PARAGRAPH, "CLAIMS" SHALL MEAN A LITIGATION CLAIM, OR A WRITTEN DOCUMENT WITH AN ACTUAL THREAT OF A CLAIM OR A REASONABLE INFERENCE OF A CLAIM. IN ALL OTHER RESPECTS, AIR PRODUCTS PROVIDES THE DONATED PROPERTY "AS IS". AIR PRODUCTS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY WHATSOEVER. AIR PRODUCTS IS UNAWARE OF ANY CONTRACTS, INCLUDING LICENSES, OPTIONS AND COLLABORATIVE ARRANGEMENTS, RELATING THE DONATED PROPERTY.

5.5 AIR PRODUCTS SHALL NOT REPRESENT, DIRECTLY OR INDIRECTLY, TO ANY THIRD PARTY OR GOVERNMENTAL ENTITY THAT MACC HAS IN ANY WAY APPROVED OF, ENDORSED, OR AGREED TO ANY OF AIR PRODUCTS' CONFIDENTIAL INFORMATION. AIR PRODUCTS SHALL INDEMNIFY AND HOLD MACC HARMLESS FROM AND AGAINST ANY CLAIMS REGARDING THE VALUATION AND DEDUCTIBILITY OF THE DONATED PROPERTY.

5.6 Any licenses that MACC grants with respect to DONATED TECHNOLOGY and any assignment it makes of AIR PRODUCTS PATENT RIGHTS, other than licenses to Kansas State University, other research universities or other research institutions for research purposes only, to the extent allowed by law, will provide as an express condition of the license or assignment that the licensee or assignee (a) assumes all risk, responsibility and liability for any and all claims, expenses and judgments (including attorney's fees) arising out of or in the course of its (or any sublicensees') practice of the DONATED TECHNOLOGY, and (b) will release, indemnify, defend and hold harmless AIR PRODUCTS, AIR PRODUCTS AFFILIATES, MACC and MACC AFFILIATES from any claims, costs or damages, including special, indirect or consequential damages, under any theory of liability, arising out of or in the course of such practice. If MACC, in its sole discretion, requires its licensee or assignee of the AIR PRODUCTS PATENT RIGHTS to purchase and maintain comprehensive general liability insurance, MACC will require that the policy name AIR PRODUCTS and AIR PRODUCTS

AFFILIATES as an additional insured, include a waiver of all rights of subrogation against AIR PRODUCTS and AIR PRODUCTS AFFILIATES, and include, where applicable, a contractual liability endorsement to support the licensee's or assignee's indemnity obligations.

5.7 Nothing in this Agreement shall be construed as conferring by implication or otherwise any license or rights under any patents, trademarks, trade secrets, copyrights or any other intellectual property of AIR PRODUCTS other than the PATENT RIGHTS. AIR PRODUCTS represents that it is not aware of any dominant patent or patent application owned or controlled by, or licensed to, AIR PRODUCTS and, if existing, shall not invoke such rights in any way to restrict the exploitation of the PATENT RIGHTS. AIR PRODUCTS covenants not to sue MACC, MACC AFFILIATES, and any licensees of MACC for practice within the defined scope of claims of PATENT RIGHTS.

6 EXPORT OF INFORMATION OR TECHNOLOGY

6.1 MACC will not at any time after the Effective Date knowingly export or re-export any information or software received from AIR PRODUCTS or the direct products of such information or software to any country, person or entity or for any use prohibited by the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

7 GOVERNING LAW

7.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding those laws pertaining to conflicts of law.

8 CONFIDENTIALITY

8.1 MACC agrees to: (i) use all reasonable efforts to prevent the disclosure of CONFIDENTIAL INFORMATION to any party, without AIR PRODUCTS' prior written consent, other than to MACC AFFILIATES and the employees of MACC or MACC AFFILIATES on a need-to-know basis, (ii) take measures that, in the aggregate, are no less stringent than those measures MACC uses to protect the confidentiality of its own confidential information, and (iii) to advise the employees of MACC or MACC AFFILIATES of the confidential nature of the CONFIDENTIAL INFORMATION and of the prohibitions on revealing such CONFIDENTIAL INFORMATION contained herein. If MACC needs to disclose the CONFIDENTIAL INFORMATION to a third party in order for MACC to further develop and commercialize the DONATED TECHNOLOGY and AIR PRODUCTS has agreed to such disclosure, then AIR PRODUCTS will allow the disclosure, provided that, such third party is under confidentiality obligations to MACC consistent with the obligations of this Agreement. If MACC makes a disclosure to a third party under the provisions of this Paragraph 8.1, MACC agrees to be responsible for compliance by such third party with the obligations of this Agreement and for any breach of such obligations by such third party.

8.2 The obligations of Paragraph 8.1 related to confidentiality and nonuse shall not apply if (i) the confidential information at the time of disclosure or in the future becomes public through no breach of this Agreement by MACC; (ii) the confidential information is received from a third party with no obligation of confidentiality; (iii) the information was in MACC's possession at the time of disclosure by AIR PRODUCTS as shown by written record; or (iv) fifteen (15) years has passed since the Effective Date of this Agreement.

8.3 AIR PRODUCTS agrees to allow MACC to retain a copy of the CONFIDENTIAL INFORMATION. MACC agrees to maintain the CONFIDENTIAL INFORMATION in a secure location.

8.4 If MACC, or anyone to whom MACC has transmitted CONFIDENTIAL INFORMATION pursuant to this Agreement, becomes legally compelled to disclose any of the CONFIDENTIAL INFORMATION, or is required to do so by any governmental agency or body, MACC will promptly notify AIR PRODUCTS so that AIR PRODUCTS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or if AIR PRODUCTS agrees to waive compliance with the provisions of this Agreement, MACC or such other person shall furnish only that portion of the CONFIDENTIAL INFORMATION which MACC's legal counsel has determined is legally required.

8.5 The MACC agrees that any announcement of this Agreement through public relations media, news media, advertising media, sales media, or any other public means of communication shall only be done with the express prior written consent and approval of AIR PRODUCTS.

8.6 As of the Effective Date, the obligations of this Article 8 supercedes that certain confidentiality agreement between MACC and AIR PRODUCTS dated 16 December 2003.

9 **EXECUTION**

9.1 The parties have caused this Agreement to be signed in duplicate originals by their duly authorized representatives on the dates set forth below.

10 **OTHER**

10.1 Other than as set forth herein and that certain confidentiality agreement between MACC and AIR PRODUCTS dated 16 December 2003, AIR PRODUCTS has placed no conditions or restrictions on the gift to MACC of the DONATED PROPERTY.

MID-AMERICA COMMERCIALIZATION CORPORATION	**AIR PRODUCTS AND CHEMICALS, INC.**
By: [signature]	By: [signature]
Name: Ronald L. Simpson	Name: Cecil C. Chappelow
Title: President & CEO	Title: V.P. Gases & Equip. Technology
Date: 29 December 2003	Date: 30 December 2003

APPENDIX "A"
AIR PRODUCTS PATENT RIGHTS

Docket Number 06037/06037D	Docket Number 06244	Docket Number 06298	Docket Number 06429
EP-1,197,471 (allowed)	USSN 10/083,778 (pending)	UK 0218815.9 (pending)	USSN 10/715,757 (pending)
US-6,534,551 (granted)	PCT/IB03/00695	PCT/GB03/03403	
USSN 10/301,953 (pending)	GCC/P/2003/2506	GCC/GB03/03403	

APPENDIX B
AIR PRODUCTS KNOW-HOW

Reactor System Process Design

- POX+EHTR Syngas Reactor Process Specification, rev P1, B.L. Bhatt & J.M. Repasky, 10 Jan 2003.
- POX+EHTR Syngas Reactor Process Specification, rev P, J.M. Repasky, 10 May 2002.
- GTL Syngas Conceptual Impact Summary, J.M. Repasky, 10 Jan 2003.

Reactor System Mechanical Design

- COMPRESS Vessel Design Calculations, Codeware, Inc., 17 December 2003.
- GTL "Bigness" Issues, Richard M. Fetcho, 30 April 2003.
- POX+EHTR+ Design Temperature Constraints, Robert F. Heisler, Jr., 28 April 2003.
- Mechanical Drawings, B. Gulick/R. Heisler, 2002/3.
- GTL/EHTR Materials Selection - Question on Refractory, Brian C. Gulick, 3 December 2002.
- CFD Plan to Support POX+EHTR combination for GTL, anonymous, 14 Oct 2002.
- GTL - Arch Design, Brian Gulick, 3 October 2002.
- GTL Tubes, R. F. Heisler, 5 June 2002.
- GTL - Review of Process Design Concept, W. C. Buchter, 30 May 2002.
- Main Changes Required to the Design of the POX/EHTR Reactor, anonymous, undated.

Risk Management

- Oct 2002 GTL Syngas POX+EHTR Plus TRMP Review Meeting Minutes, [includes GTL Syngas: POX+EHTR Plus New Technology, Non-Porject Specific, Technical Risk Statement (TRS) & Technical Risk Management Plan (TRMP)], J.M. Repasky, 11 Oct 2002.
- Draft POX+EHTR+ TRMP, J.M. Repasky, 13 Sept 2002.

Metal Dusting

- Summary Report on Steam Injection, X.D. Peng & John Repasky, 15 Jan 2003.
- Corrosion Resistance of High Temperature Alloys, US2002/0079023(A1), Haldor Topsoe, H. Ib Alstrup, B. Chorkendorff, 27 June 2002.
- Surface Engineered Coatings for Metal Dusting - Corrosion 2001 #01387, G. T. Bayer, 15 March 2001.
- A Low Coking and Carburization Resistant Coating for Ethylene Pyrolysis Furnaces, Westaim Surface, T. Redmond, Y. Chen, A. Bailey, J. Page, 15 March 2001.
- The Use of Aluminide Diffusion Coatings to Improve Carburization Resistance, Diffusion Alloys Limited, A. B. Smith, A. Kempster, A. Lambourne, J. R. Smith, 15 March 2001.
- Estimating Metal Dusting Attack on Stainless Steel Alloys in Syngas Environments, S. W. Dean, 2001.
- Metal Dusting – An Overview of Current Literature, R.T. Jones & K.L. Baumert, 2001.
- Diffusion Method for Coating High Temperature Nickel Chromium Alloy Products, US 6139649, K. A. Wynns, 31 October 2000.

- The Effect of Temperature and Gas Composition on the Metal Dusting Susceptibility of Various Alloys-Corrosion 2000, paper 00532, A. S. Fabiszewski, W. R. Watkins, J. J. Hoffman, S. W. Dean, 2000.
- Chromium-Silicon Diffusion coating, US 5972429, G. T. Bayer, K A. Wynns, 26 October 1999.
- Diffusion coated Ethylene Furnace Tubes, US 5873951, Alon Surface Technologies, K. A. Wynns, G. T. Bayer, 23 February 1999.
- Materials Experience in Methanol Reforming Units - Corrosion 97 #493, Corrosion 97, Baumert, K.L. Baumert, J. J. Hoffman, 1997.

Additional Ideas (Invention Concepts)

- 5706 - ATR/EHTR for GTL Syngas Generation with O2 Injection after ATR to Boost EHTR Shell Side Temperature, Vince White, Rodney John Allam, 25 April 2003.
- 5333 - Soot Removal System, William R. Licht, Dennis M. Brown, Shankar Nataraj, Xiang-Dong Peng, John M. Repasky, Tsun-Chiu R. Tsao, 7 March 2003.
- 4954 - Use of Syngas Recycle Injection in RWGS for EHTR/GTL Integration, Barry W. Diamond, Bharat L. Bhatt, 15 October 2002.
- 4450 - POX+EHTR+: CO2 Mixer Design, John M. Repasky, 22 January 2002.
- 4170 - Improvements to GTL Reactor Off-Gas Recycle System, Rodney John Allam, 5 February 2002.

RON THORNBURGH
Secretary of State

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

June 29, 2004

NATIONAL INSTITUTE FOR STRATEGIC TECHNOL

RE: NATIONAL INSTITUTE FOR STRATEGIC TECHNOLOGY ACQUISITION AND

ID #: 215-381-5

To The Corporation

A certified copy of the amendment that was recently filed in the Corporations Division of our office is enclosed.

Every corporation in Kansas is assigned an identification number. Use of this number in any correspondence with our office will give us immediate access to your file and enable us to offer you faster, more efficient service. Your corporation's identification number is at the top of this letter.

bkc

Business Services: (785) 296-4564
FAX: (785) 296-4570

Web Site: *www.kssos.org*
E-mail: *kssos@kssos.org*

Elections: (785) 296-4561
FAX: (785) 291-3051

Contact Information
Kansas Secretary of State
Ron Thornburgh
Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564
kssos@kssos.org
www.kssos.org

KANSAS SECRETARY OF STATE

Nonprofit Corporation Certificate of Amendment

AN

53-13

All information must be completed or this document will not be accepted for filing.

Do not write in this space

FILED SECRETARY OF STATE

2004 JUN 29 PM 3:27

1. Name of the corporation:

Mid-America Commercialization Corporation

Name must match the name on record with the secretary of state

2. The articles of incorporation are amended as follows:

Please see attached.

The amendment was adopted in accordance with the provisions of K.S.A. 17-6602.

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Executed on the 28th (Day) of June (Month), 2004 (Year).

President or vice president

Attest: Tamara L. Bucher
Secretary or assistant secretary

Instruction
Submit this form in duplicate with the $20 filing fee.
Notice: There is a $25 service fee for all returned checks.

K.S.A. 17-6602

Rev. 3/11/03 smc

AMENDMENTS TO KANSAS NONPROFIT ARTICLES OF INCORPORATION: MID-AMERICA COMMERCIALIZATION CORPORATION

The articles of incorporation are amended as follows:

ARTICLE I: The name of the corporation is National Institute for Strategic Technology Acquisition and Commercialization.

ARTICLE V: The Corporation shall be a non-stock membership corporation. The Corporation shall have a single class of voting members consisting of the two (2) voting members identified in Article VI below. Each voting member listed below shall be entitled to elect four (4) of the Corporation's elected directors. The Corporation's By-laws may provide for additional rights and privileges appertaining to the voting members, and may also create and define additional classes of non-voting members, provided, however, such By-laws may not be inconsistent with any provision of these Articles of Incorporation.

ARTICLE VI: The names and addresses of the Corporation's voting members are as follows:

Kansas State University
C/o Office of the President
Anderson Hall, Room 110
Manhattan, Kansas 66506

Kansas Technology Enterprise Corporation
C/o Office of the President
214 S. W. Sixth Street, Suite 100
Topeka, Kansas 66603

ARTICLE VIII: The Board of Directors shall consist of not less than nine (9) persons, four of each shall be elected initially by the Corporation's voting members pursuant to Article V above. The ninth director shall be elected initially by mutual agreement between the voting members. If one or more vacancies exist on the Board of Directors, any action taken by a quorum of the remaining directors pursuant to K.S.A. 17-6302(b), as amended, shall be valid and binding upon the Corporation.

Except as otherwise expressly provided by statute, these Articles of Incorporation and the By-laws of the Corporation, all as may be amended from time to time, all powers of management, direction and control of the Corporation, its properties and business affairs are vested in the Board of Directors.

OTHER ARTICLES: All other Articles remain unchanged.

I hereby certify this to be a true and
correct copy of the original on file.
Certified on this date: 6/29/04
Ron Thornburgh, Secretary of State

28 June 2004

CONSENT

Consent is hereby given to the adoption of the name: National Institute for Strategic Technology Acquisition and Commercialization by Mid-America Commercialization Corporation, a Kansas not-for-profit company.

Dated as of the 28th day of June 2004.

National Institute for Strategic Technology Acquisition and Commercialization

By: Kent Glasscock

Kent Glasscock, President

ATTEST:

By: Ronald L. Sampson

Ronald L. Sampson
Secretary

STATE OF KANSAS)
) ss:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this 28th day of June 2004, by Kent Glasscock, President, on behalf of the Corporation.

Victoria M Appelhans

Notary Public

VICTORIA M. APPELHANS
Notary Public - State of Kansas
My Appt. Expires May 19, 2006

My Appointment Expires:

May 19, 2006