

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PETER S. IRELAND	09/03/2016
EDGE AERODYNAMIX, INC., A DELAWARE CORPORATION, TO THE EXTENT OF ITS INTEREST	09/03/2016
EDGE AERODYNAMIX, LTD., A REPUBLIC OF MALTA COMPANY, TO THE EXTENT OF ITS INTEREST	09/03/2016
SAVANT AERO GMBH S.A., A BRITISH VIRGIN ISLANDS COMPANY, TO THE EXTENT OF ITS INTEREST	09/03/2016
RECEIVING PARTY DATA	
Name:	FUEL EFFICIENCY CORP., A PUERTO RICO CORPORATION, SUCCESSOR BY MERGER TO ENERGY EFFICIENCY CORPORATION, A NEVADA CORPORATION
Street Address:	35 LUIS MUNOZ AVENUE #1804
City:	SAN JUAN
State/Country:	PUERTO RICO
Postal Code:	00901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12832967
Application Number:	13940241
Patent Number:	8870124
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5629883411
Email:	rsahni@intfin.net
Correspondent Name:	RANBIR S. SAHNI
Address Line 1:	35 LUIS MUNOZ AVENUE #1804
Address Line 4:	SAN JUAN, PUERTO RICO 00901
NAME OF SUBMITTER:	RANBIR S. SAHNI, PRESIDENT
SIGNATURE:	/Ranbir S. Sahni/

DATE SIGNED:

06/23/2017

Total Attachments: 13

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DEFINED PROFIT SHARE INVESTMENT AGREEMENT

This Defined Profit Share Agreement (this "**Agreement**") is made and entered as of this 3rd ____ day of Sep _____, 2016, by and between Peter S. Ireland ("**Ireland**"), Edge Aerodynamix, Inc., a Delaware corporation (the "**Company**"), Edge Aerodynamix Limited, a company formed under the laws of the Republic of Malta ("**Edge Limited**"), and Savant Aero S.A., a company formed under the laws of the British Virgin Islands ("**Savant**"), on the one hand, and Energy Efficiency Corporation, a Nevada corporation ("**EEC**"). Ireland, Company, Edge Limited and Savant, collectively and individually, are sometimes referred to as "**Edge**".

WHEREAS, Edge and EEC desires EEC to provide the six (6) commercial aircraft described on the attached Exhibit "A" and operational funds to obtain the "STC-AML" (as defined below) from the United States Federal Aviation Administration ("**FAA**") with regard the application and use of certain energy efficiency devices based on the "Edge IP" (defined below) on each of the six aircraft;

WHEREAS, upon receipt of the STC-AML Edge will enter into license agreements with airlines worldwide to use the "Edge IP" (defined below) in accordance with the STC-AML and other authorizations from other aviation authorities; and

WHEREAS, EEC will form a separate company that will own each of said commercial aircraft, Edge and EEC desire the parties to enter into this Agreement pursuant to which Edge will pay to EEC pay a percentage of the gross revenue payable to Edge pursuant to such license and use agreements with airlines and EEC agrees to sell and Edge agrees to buy each of the companies owning said aircraft pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed in this Agreement.

"**Aircraft**" means each of the six (6) transport category aircraft described on the attached Exhibit "A", or as amended and/or expanded.

"**Aircraft Insurance**" means comprehensive general liability and property damage insurance coverages with an insurer authorized to conduct business in the continental United States of America with terms, coverages and policy limits approved by EEC. EEC also may designate the party or parties that shall be named as an additional insured.

"**AHC**" means each special purpose entity established by EEC under paragraph 2(a) to own each of the Aircraft.

"**Commercial Airlines**" means all of the commercial passenger airlines worldwide which have aircraft in service of the type described in Exhibit "A". If the parties add any additional aircraft to Exhibit "A" then this definition shall be deemed to be amended to include such aircraft.

"MGR" means the monthly gross revenue earned or derived from the sale or use of Edge IP anywhere in the world by Ireland, the Company, Edge Limited, Savant or any company that is directly or indirectly controlled by any of them or directly or indirectly controls any of them.

"AML-MGR" means the monthly gross revenue earned or derived from the sale or use of the STC-AML with respect to each Aircraft anywhere in the world by Ireland, the Company, Edge Limited, Savant or any company that is directly or indirectly controlled by any of them or directly or indirectly controls any of them.

"Sale Event" means a change in the record or beneficial ownership or control of greater than twenty-five percent (25%) of the ownership interest in the Company, Edge Limited or Savant; and this shall include any merger, reorganization, combination or consolidation of either the Company, Edge Limited or Savant with and/or into another entity, only whereupon the control or beneficial ownership is transferred to a party that is independent of existing ownership, or to trustee management that is wholly independent of existing ownership. A Sale Event shall not be considered to include the death of a beneficial owner and an associated transfer of beneficial ownership as a result of a Will & Testament or court order related to such death.

"Edge IP" means all of Edge's right title and interest in, to and under the Edge Intellectual Property, which shall be defined to include all copyrights, patents, trademarks, trade secrets, licensing agreements and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license agreements, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world. The Edge IP includes the rights to and resulting from the following patents, patent applications, continuations, or divisional applications relying on the benefit of the following patent applications:

- i. (a) USPTO serial# 12/832,967, 13/940,241, and 12/832,966, PCT/IB serial# 2010/001885 and serial# 2010/001874;
- (b) EP serial# 20100796791 and serial# 20100796792, CA serial# 2767139 and serial# 2767135, without limitation;
- (c) The pending CVG Patent, application USPTO Pub. No. US 2011/0006165 A1 & Application No. 12/832,967;
- (d) The pending CVG Patent, application USPTO Pub. No. US 2014/0050581A1 & Application No. 13/940,241;
- (e) EVG Patent issued under USPTO No. US 8,870,124 B2; and
- (f) All related currently pending and future patent applications filed in (i) the United States of America and (ii) any other country, including without limitation applications pursuant to the Patent Corporation Treaty, as amended ("PCT").

ii. The Edge IP also includes the rights to and rights resulting from patents, patent applications, continuations, or divisional applications by Edge or any of them that are applied for or issued from the date of this Agreement to and including the date all the amounts due under this Agreement are paid in full.

2. INVESTMENT BY EEC.

(a) Subject to the terms and conditions of this Agreement, EEC commits to invest \$35,000,000 or such other higher or lower amount as EEC may determine ("**Investment**"). The Investment will be in the form of cash or cash equivalents for operating expenses and the Aircraft. EEC will disburse the cash portion of the Investment in installments from time to time upon receipt of written requests from the Company. The exact amount and date on which the cash disbursement is to occur is subject to the mutual consent, but shall be in the approximate amounts and times described on the attached Exhibit "A". The portion of the Investment represented by the Aircraft shall be in accordance with this Agreement. EEC shall form an AHC under the laws of Nevada or Delaware for the purpose of owning each Aircraft. EEC (or an affiliate owned or controlled by Ranbir S. Sahni) will own 100% of each AHC.

(b) The use of the Aircraft shall be as follows: As mutually agreed, EEC will make available to Edge the Aircraft to be used by Edge to install various fuel efficiency modifications and to test the Aircraft as required to obtain one or more STC Approved Model List ("**STC-AML**") from the FAA with respect to the use of the Edge IP on such Aircraft. Edge shall be responsible for obtaining the Aircraft Insurance at Edge's expense. Edge shall maintain and repair each Aircraft, at Edge's expense, in at least as good as condition as when given possession by EEC. Each Aircraft shall be physically parked in a location approved by EEC. Notwithstanding the approval of EEC, Edge shall comply with such additional requirements as may be imposed by the insurance carrier that provides the Aircraft Insurance.

(c) Promptly upon EEC delivering access to each Aircraft. Edge covenants to diligently and continuously process (i) an application for an STC-AML for each Aircraft and (ii) use its best efforts to obtain the FAA approval of an STC-AML for each Aircraft.

(d) Edge grants to EEC a security interest in 50% of the AML-MGR revenue that is generated by the license of the Edge IP ("**Security Interest**"), which security interest will be equal in priority to all other security interests against the Edge IP, if any, that is senior in lien position. If there is an existing senior security interest, Edge will arrange to have the holder of the existing senior security interest recognize the EEC Security Interest, provided that the Security Interest will be pari passu to the existing senior security interest based on the payment that the security interests secures. The Security Interest secures performance of this Agreement and secures payment of the amounts to be paid under this Agreement. Concurrently with the execution of this Agreement, Edge will execute and deliver to EEC a security agreement in favor of EEC ("**Security Agreement**"). The Security Interest will terminate upon payment of all amounts payable to EEC under this Agreement. Until the amounts to be paid under this Agreement have been paid in full, without the prior written consent of EEC (i) Ireland will not permit the sale of the Edge IP to any other parties, and (ii) Edge will not undertake any change in the ownership of an Edge entity in excess of 25%...

(e) On the 20th day of each calendar month until all amounts to be paid under this Agreement have been paid in full, Edge will deliver to EEC a written report ("**Report**"), certified as true, complete and correct by Ireland and each Chief Executive Officer of the Company, Edge Limited and Savant regarding the following matters:

- (i) the status of (1) each STC-AML application and (2) any other application or request for approval from the FAA or any foreign aviation authority respecting modification of any jet aircraft;
- (ii) describing the use of the Investment proceeds,

- (iii) describing the marketing efforts to sell, license and/or monetize the Edge IP;
- (iv) actual and projected budgets setting forth expenses and revenue from the sale, license and other income streams related to the Edge IP; and
- (v) any other matters that have or might have an impact on the Edge IP, the collateral under the Security Agreement, and the status of obtaining the STC-AML for each Aircraft.

(f) Within 7 days or receipt of any decision by the FAA on each STC-AML or any other application regarding the Edge IP that is rendered by the FAA or any foreign aviation authority, Edge shall deliver a true, complete and correct copy to EEC.

3. INVESTMENT PAYMENTS TO EEC BY EDGE.

(a) In consideration of the Investment, Edge shall pay to EEC 50% of the gross revenue payable to Edge in accordance with the terms described in this Agreement (“Investment Return”). Said payments are in addition to the monies paid to EEC as a return of the operating overhead and to purchase the Aircraft as described below. The Investment Return shall be calculated and payable as follows:

As soon as Edge receives FAA approval of an STC/AML for an Aircraft, Edge will seek to enter into license agreement or similar use agreement (“STC-AML License”) with airlines worldwide. Edge will enter into an STC-AML License for 100% of all of the Commercial Airlines whose fleet includes one or more Aircraft of the type covered by each STC-AML. As discussed in more detail below, Edge shall pay to EEC 50% of the AML-MGR that the Commercial Airline pays to Edge during the first four years, starting when the airline begins paying, under each STC-AML License for each Aircraft, provided, however, the payments to EEC shall only be for one year for each Aircraft covered by the STC-AML License. Edge shall continue to pay EEC the 50% of the AML-MGR for each new STC-AML License until Edge has paid EEC under license agreements for all of the Commercial Airlines.

Example One: In January 2017 Edge and Airline X sign a STC-AML License for the A340 aircraft. Airline X has 100 A340s in its fleet and enhances and pays Edge for a total of 50 A340s starting in January 2017. Edge shall pay EEC 50% of the AML-MGR received for those 50 Aircraft for one year. After the one year, Edge will no longer pay EEC for these 50 A340s even if Airline X continues to pay Edge for those 50 A340 Aircraft under the license agreement. However, if in January 2018, Airline X enhances and begins paying for the remaining 50 A340 Aircraft, and in January 2019 and January 2020 expands its fleet by an additional 25 A340s each year, then Edge will pay EEC 50% of the AML-MGR for one year for the remaining 50 A340 Aircraft and for one year for the additional 25 A340 Aircraft in 2019 and 2020.

Example Two: In January 2017 Edge and Airline X sign a second STC-AML License for the 747 aircraft. Airline X has 1000 747s in its fleet and enhances and pays Edge for a total of 100 747s in 2017, add an additional 200 747s in 2018, and an additional 400 in 2019. Therefore, Edge will pay EEC 50% of the AML-MGR for (i) 100 747s for one year, starting in 2017, (ii) 200 747s for one year starting in 2018, (iii) 300 747s for one year starting in 2019 and (iv) 400 747s for one year starting in 2020. If Airline X then adds new 747s in 2021, those aircraft would be added after the four years from when Airline X began paying for the 747s and therefore EEC would not be entitled to receive a portion of the MGR from these additional 747s.

(b) **Return of General Overhead.** In addition to the payment of the Investment Return (e.g., 50% of the AML-MGR as described above), Edge shall return to EEC the portion of the Investment that EEC disbursed for general operating overhead ("**OpOhd**"). As described on Exhibit "A", the parties currently anticipate that of the OpOhd will be \$7,116,000 of the \$35,000,000 Investment. Edge will return the OpOhd in full from TEN percent (10%) of the total AML-MGR that Edge receives. Payment of the OpOhd to EEC shall commence immediately and be paid from the AML-MGR that is not payable to EEC as Investment Return and the return of the OpOhd shall not impact or delay payment to EEC for the Investment Return.

(c) **Notice of First Sale and First Revenue.** No later than ten (10) days prior to date of its First Sale, Edge shall notify EEC of such anticipated First Sale ("**Notice of First Sale**") and such anticipated First Revenue. The date of First Revenue shall not be more than 90 days after the date of First Sale without approval by EEC, which shall not be unreasonably withheld.

(d) **Monthly Revenue Reports.** Within ten (10) days after the end of the month following the date of the First Revenue and within ten (10) days of the end of each month thereafter, Edge shall provide EEC a report of the gross revenue accounts based on the cash method of accounting for all revenue derived by any company from the sale or use of the Edge IP worldwide, together with reasonably detailed supporting financial documentation with details of how the monthly gross revenues were calculated (the "**Revenue Report**"). The Revenue Report shall be accompanied by a certificate executed and certified by Peter Ireland as containing good-faith reporting and calculation of the foregoing financial information, including the calculations and determinations in the Revenue Report.

(e) **Objections to Revenue Report.** EEC shall have thirty (30) business days following its receipt of the Revenue Report (the "**Review Period**") to review the same. If EEC has objections to the Revenue Report, it shall deliver a notice to Edge (an "**Objection Notice**") including a reasonably detailed list of the objections. If EEC does not deliver such Objection Notice to Edge within the Review Period, EEC shall be deemed to have accepted the calculations and determinations set forth in the Revenue Report. Without limiting any other provision of this Agreement, EEC shall be permitted to inspect the books and records relating the business and operations of the Edge companies during normal business hours and on reasonable advance notice for the purpose of verifying the information contained in the Revenue Report. If EEC delivers an Objection Notice within the Review Period, EEC and Edge shall seek in good faith to resolve all of the objections contained therein (the "**Objections**"). All such Objections that are resolved between the parties shall be final and binding on the parties and not subject to further appeal or review. Any such Objections which cannot be resolved between EEC and Edge within thirty (30) days following Edge's receipt of the Objection Notice shall be resolved by a qualified and independent accounting firm mutually selected by EEC and Edge (the "**Accounting Referee**") which (i) has not been retained by either party during the one (1) year period preceding the date of such referral, (ii) which will be acting as an expert and not an arbitrator, and the calculations determined by such Accounting Referee shall be final and binding on the parties and not subject to further appeal or review. The parties shall instruct the Accounting Referee to resolve the Objections in accordance with the terms and definitions of this Agreement and the Accounting Referee's determination will be based solely on the information and materials provided by EEC and Edge (i.e., not on the basis of an independent review). The determination by the Accounting Referee with respect to such disputed items shall be made within thirty (30) days after its appointment. EEC and Edge shall each be responsible for 50% of the fees, costs and expenses of the Accounting Referee.

4. **AIRCRAFT INSPECTION AND ACQUISITION AND PAYMENT OF CASH DISBURSEMENTS.**

(a) **Acquisition of Aircraft.** EEC is acquiring the six (6) proposed Aircraft at the special request of Edge, as may be amended or expanded as provided in this Agreement.. EEC will acquire and deliver each Aircraft based on a number of factors, including the availability of the Aircraft, the demand in the airline industry for the Aircraft and other factors that EEC deem appropriate, in consultation with Edge. EEC will consult with Edge regarding the timing for delivery of each Aircraft to Edge. However, EEC will have the final decision on the sequence and date on which each Aircraft is delivered so long as EEC is willing to disburse the operating costs related to each Aircraft.

(b) **Cost and Operating Expenses.** Exhibit "A" lists the anticipated deposit, purchase price balance and operating expenses for each of the six Aircraft. For example, for the A320, the deposit is \$100,000, purchase price balance is \$3,400,000 and the operating costs start at \$150,000 in October 2016 and then are \$40,000 each for November 2016, December 2016, January 2017, February 2017 and March 2017. If the actual purchase price and/or operating cost are higher, then the total amount of the Investment shall increase. The projected deposit, purchase price balance and operating costs are hereinafter the "**Aircraft Total Cost**", subject to EEC's right to give Edge written notice that such sum is higher because of market and/or other costs incurred.

(c) **Inspection and Delivery.** Edge and EEC agree that Edge will take the lead on conducting the inspection and investigation into the Aircraft and Edge will advise EEC in writing that the Aircraft is acceptable to Edge in all respects prior to EEC committing to acquire the Aircraft. Furthermore, Edge will have possession of the Aircraft after delivery to Edge. Edge acknowledges that Edge takes all risks as to the condition of the Aircraft, and the ability to secure all permits, certifications and similar authorizations in order to use the Aircraft and/or fly the Aircraft to any location that Edge will need the Aircraft located and housed. Therefore, Edge expressly acknowledge and agrees that EEC is relying on Edge's approval of the Aircraft and that Edge will be irrevocably bound to acquire the Aircraft for the price and at the time stated above AS IS and WHERE IS in all respects.

(d) **Edge Commitment to Purchase.** Edge agrees to purchase the shares of stock (if a corporation) or the membership interest (if a limited liability company) for AHC with associated Aircraft by paying EEC the Aircraft Total Cost applicable to such Aircraft **two** years from the date the Aircraft is delivered to Edge unless the parties agree upon an earlier date. To calculate the **two**-year period, the Aircraft shall be deemed delivered when EEC informs Edge in writing that the Aircraft is available for Edge to take possession of the Aircraft. The parties may complete the purchase and sale of the AHCs in one transaction or in multiple transactions. Either party may give the other written notice of a date and time to transfer title to the subject AHC which shall take place in the city where the Aircraft is regularly parked (the "Closing"). At the Closing, documents transferring title and the full purchase price (e.g., the Aircraft Totals Cost) to be paid in one lump sum by wire transfer, shall be exchanged. Because Edge will have had possession of the Aircraft, the Aircraft shall be transferred with the AHC AS IS and WHERE IS with only a warranty of title to the AHC and the AHC; s title to the Aircraft. Any unresolved issues will be determined in accordance with customary practice for the purchase and sale of similar aircraft and if there is any issue on which the parties do not agree the parties shall look to the transaction by which EEC acquired title to the Aircraft. EEC and Edge may by mutual agreement, determine to alternatively sell the aircraft to other parties after the STC-AML has been approved by the FAA for that type of Aircraft.

5. **REPRESENTATIONS, WARRANTIES BY EDGE**

Edge Aerodynamix Inc., Edge Aerodynamix Limited, and Savant Aero S.A., and each of them, hereby represents and warrants to EEC that as of the date of this Agreement:

(a) Organization, Good Standing and Qualification. Each is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction under which it was formed and has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. Each is duly qualified and is authorized to do business and is in good standing as a foreign entity in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on its business.

(b) Corporate Power. Each has all requisite corporate power to execute and deliver this Agreement, the other agreements contemplated in this Agreement, including without limitation the Security Agreements (collectively the “**Edge-EEC Documents**”) and to carry out and perform its obligations under the terms thereof.

Ireland, Edge Aerodynamix Inc., Edge Aerodynamix Limited, and Savant Aero S.A., and each of them, hereby represents and warrants to EEC that as of the date of this Agreement:

(c) Authorization. All corporate actions on the part of Edge Aerodynamix Inc., Edge Aerodynamix Limited, and/or Savant Aero S.A., and each of them, its directors and its stockholders necessary for the authorization of the Edge-EEC Documents and the execution, delivery and performance of all obligations under the Edge-EEC Documents, have been taken or will be taken prior to the execution of such documents. The Edge-EEC Documents, when executed and delivered, shall constitute valid and binding obligations of the Edge parties who are signatories to such documents, enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state laws.

(d) Governmental Consents. All consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority, required on the part of the Edge parties in connection with the valid execution and delivery of the Edge-EEC Documents or the consummation of any other transaction contemplated hereby shall have been obtained and will be effective at such time as required by such governmental authority.

(e) Compliance with Laws. To its/his knowledge, none of the Edge parties are in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its/his business or the ownership of its/his properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition or operations of any of the Edge parties.

(f) Compliance with Other Instruments. No Edge party is in violation or default of any term of its certificate of incorporation or bylaws, or of any provision of any mortgage, lease, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violations that would individually or in the

aggregate have a material adverse effect on such Edge party. The execution, delivery and performance of the Edge-EEC Documents, and the consummation of the transactions contemplated by the Edge-EEC Documents will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of any of the Edge parties, or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to any of the Edge parties, its/his business or operations or any of its/his assets or properties.

(g) Use of Proceeds. The proceeds from the Investment will be used for the Investment Purpose and no other reason. Without limiting the foregoing, the Investment funds will be used for the operations of the Company's business, and not for any personal, family or household purpose.

(h) Aviation Decisions & Approvals. The 737 STC application is currently concluding with the FAA, and the FAA has advised Edge of acceptance of the 737 STC application. The FAA issue of the 737 STC is currently in administrative process. No foreign aviation authority has issued a tentative or final decision that disapproves the use of the Edge IP on commercial jet aircraft.

(i) Edge IP. Ireland, the Company, Edge Limited and Savant own the entire right, title and interest in the Edge IP and no claims have been asserted changing said parties inventorship, ownership or right to use the Edge IP. There are no pending or threatened lawsuits or proceedings before any US federal agency or foreign government agency that alleges any of the Edge IP infringes on the rights of any third party or that any patent or application for a patent related to the Edge IP should be disapproved, disallowed or restricted in use or scope.

6. NEGATIVE COVENANTS. Until all amounts to be paid under this Agreement have been paid in full, Ireland, the Company, Edge Limited and Savant shall not engage in the following conduct or actions, without EEC's prior written consent which will not be unreasonably withheld:

(a) The Company, Edge Limited and Savant shall not make any distributions to its shareholders until after the First Sale and then only from the 50% of the MGR which is not reserved for the EEC payments.

(b) The Company, Edge Limited and/or Savant shall not liquidate, merge, consolidate or consummate a transaction that constitutes a Sale Event.

(c) The Company, Edge Limited and/or Savant shall not materially change its organizational structure, or remove or reduce the position of Ireland as an officer of the Company, Edge Limited and/or Savant.

(d) Ireland, the Company, Edge Limited and/or Savant shall not permit or create any lien on the Edge IP except the existing lien in favor of Nova and lien in favor of EEC.

(e) The Company Edge Limited and/or Savant shall not sell, transfer, license or lease any of its assets except for fair market value at arm's length transaction with unrelated third parties.

(f) Ireland, the Company, Edge Limited and/or Savant will not enter into any transaction to sell, assign or otherwise transfer rights to the Edge IP which is inconsistent with the terms

and intent of this Agreement or results in the circumvention of the rights of EEC to receive the 50% of the AML-MGR as contemplated by this Agreement.

7. **AFFIRMATIVE COVENANTS.** Until all amounts to be paid under this Agreement have been paid, in full, Ireland, the Company, Edge Limited and Savant shall at all times do the following:

(a) The Company, Edge Limited and Savant shall keep accurate and complete books and records at its office at 415 Richard Jackson Blvd, Suite 100, Panama City Beach, FL 32407, or any other office chosen by the Company.

(b) The Company, Edge Limited and Savant shall send the monthly Report and quarterly unaudited financial statements prepared by the company's outside accounting firm.

(c) Ireland, the Company, Edge Limited and Savant each shall comply with all applicable laws and perform all obligations under contracts to which it is a part.

(d) Ireland will devote his full and complete professional time to obtaining the STC-AMLs for each of the Aircraft and to maximizing the gross revenue from the licensing of the Edge IP rights..

(e) Edge, and specifically Ireland, shall cooperate with EEC in developing a secession plan for the management of the Company, Edge Limited and Savant in the event any senior member of such organization becomes incapacitated or dies.

8. **GENERAL PROVISIONS.**

(a) Assignment. EEC may sell, assign, transfer, pledge, encumber, hypothecate or otherwise dispose of in any manner any of the right or benefit granted to EEC. Use of Edge IP rights are not assignable to other parties without agreement by Edge and EEC, which consent will not be unreasonably withheld, provided that EEC may assign such rights to Ranbir S. Sahni or a company that he controls without seeking the consent of Edge Limited and notice of the assignment shall be given to Edge Limited

(b) Termination. This Agreement will terminate after all of amounts to be paid to EEC have been paid in full, and the parties have performed all of their obligations under this Agreement.

(c) Severability. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall attach only to such provision and shall not affect or render invalid any other provisions of this Agreement.

(d) Notice. Any notice or other communication required or permitted to be given under this Agreement or applicable law shall be in writing and shall be (i) mailed by certified mail, return receipt requested, postage prepaid, or alternatively (ii) sent by overnight mail with a nationally recognized delivery service. Notices and communications to be given to the parties shall be addressed as follows:

If to the Company, Edge Limited, Ireland and/or Savant:

c/o Edge Aerodynamix, Inc.
415 Richard Jackson Blvd, Suite 100
Panama City Beach, FL 32407

And if to EEC:
Energy Efficiency Corporation
318 N Carson Street, Suite 208
Carson City, Nevada, 89701

All notices and other communications will be deemed to be given at the expiration of two (2) business days after the date of mailing by FedEx or similar overnight delivery service unless the party receiving the notice acknowledges receipt at an earlier time. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party. Any Put Exercise Notice and any Call Exercise Notice may be provided via electronic mail upon mutual agreement by both parties. Such electronic mail must be acknowledged upon receipt. An automatically generated message that the recipient is out of the office or otherwise unavailable does not constitute acknowledgement of receipt.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida (without giving effect to its conflict of laws principles).

(f) Entire Agreement. This Agreement and the Security Agreement constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(g) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) Currency. All amounts to be paid under this Agreement shall be paid in US Dollars.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(j) No Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(k) Dispute Resolution. Any controversy or claim between or among the parties shall at the request of a party be determined by binding arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge. The arbitration shall be held at the JAMS office

in Nevada unless the parties mutually agree to a different location and shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures unless the amount in controversy requires use of the JAMS Comprehensive Arbitration Rules and Procedures. The arbitration will be held in accordance with the JAMS Expedited Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies from an appropriate state or federal court. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense.

The arbitrator shall resolve all disputes in accordance with the applicable substantive law based upon the terms of this Agreement to the same extent as though the dispute were resolved in a trial in a court of law. Unless the arbitrator believes that good cause exists, all discovery shall be completed within 90 days following the appointment of the arbitrator and the arbitration hearing will be held within 120 days after the arbitrator's appointment. The arbitrator shall be required to make specific, written findings of fact and conclusions of law, and shall issue such ruling within 30 days after the completion of the arbitration proceedings. The initiating party shall pay any cost or fee to initiate the arbitration. Each party to the arbitration will pay 50% of the subsequent cost of the arbitration and will bear its own attorney's fees; provided, however, the arbitrator shall award costs (including arbitration fees) and reasonable attorney's fees to the prevailing party, as determined by the arbitrator, in the arbitration decision.

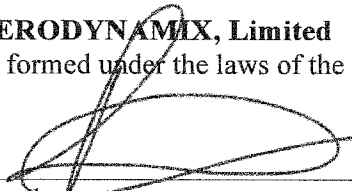
[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** on the date first written above.


EDGE AERODYNAMIX, INC.
a Delaware corporation

By: 
Peter Ireland
Its Vice President

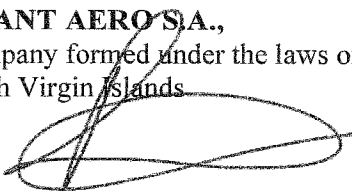
EDGE AERODYNAMIX, Limited
a company formed under the laws of the Republic of Malta

By: 
Peter Ireland
Its Vice President

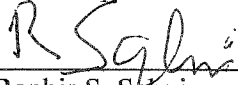
PETER S. IRELAND


Peter Ireland, an individual

SAVANT AERO S.A.,
a company formed under the laws of the
British Virgin Islands

By: 
Peter S. Ireland
Its Director and authorized signatory

ENERGY EFFICIENCY CORPORATION
a Nevada corporation

By: 
Ranbir S. Sanni
Its: President

