

Mutual Non-Disclosure, Materials Transfer & Non-Analysis Agreement

This MUTUAL NON-DISCLOSURE AND MATERIALS TRANSFER AGREEMENT ("Agreement"), made effective as of the ____ day of _____, 2009, between

Artic FX LLC, a corporation with a principal place of business at 13506 Summerport Village Pkwy #154, Windermere FL 34786, JPS Fuels Inc., a company duly organized and existing under the laws of state of Texas, U.S.A (herein referred to as "JPS") and Orange County Public Schools Transportation Services, a corporation with a principal place of business at 6721 Hanging Moss Rd. Orlando FL 32807.

Protects Confidential Information (as defined herein) to be disclosed or made available between the parties

The disclosers ("Discloser") of Confidential Information are Artic FX LLC and JPS. The recipients ("Receiving Party") of Confidential Information are Orange County Public Schools Transportation Services.

The Receiving Party agrees to hold in complete confidence, and not disclose or in any way make accessible to any other party for any purpose any and all:

- 1) information that it receives from the Discloser, and
- 2) samples and materials that it receives from the Discloser, and
- 3) the results and analysis, in any form, of tests and measurements that it performs for the Discloser (the Evaluation),

all herein referred to as the Confidential Information.

The Receiving Party agrees that neither this Agreement nor the disclosure of Confidential Information to it by the Discloser nor any Evaluation that it may perform grants it in any way any form of rights with respect to the Confidential Information. All rights and title to the Confidential Information and Evaluation results reside with the Discloser. Without limiting the forgoing, the Receiving Party shall not be permitted to use any of the Confidential Information nor Evaluation results to prepare, as the basis of, or for the purpose of applying for, any patent, trademark or similar intellectual property protection.

All Confidential Information shall be kept at all times exclusively in the possession of the Receiving Party, and shall not be released, transferred, disclosed or made available in any way to any third party. The Receiving Party's undertaking of non-disclosure under this agreement shall include the fact that the Confidential Information has been exchanged and that the evaluation and/or testing are taking place. To remove any doubt, the Receiving party is not allowed under this agreement to submit for publication any Confidential Information without the prior written approval of the Discloser.

Material Non Analysis:

Samples shall only be used for the Purpose and in particular:

- a) The Receiving Party shall not analyze or have analyzed the Samples to determine its composition or formulation or permit or allow any third party to do so;
- b)

The Receiving Party shall not reverse engineer any Sample or permit or allow any third party to do so;
c) Unless otherwise authorized in writing by the Disclosing Party, the Receiving Party shall not sell, transfer or otherwise dispose of the Sample supplied to it to any third party nor allow any third party to have access to it. The only exception to this is disposal as waste, when the Sample must be passed to an officially licensed waste disposal contractor for proper disposal; and
d) The Receiving Party shall use and handle the Samples complying with all applicable laws, rules, decisions, regulations and guidelines.

Material forms of the Confidential Information remain the property of the Discloser and the Receiving Party agrees to return them to the Discloser promptly upon the written request of the Discloser.

Prior to receiving the Confidential Information, the Receiving Party shall advise the Discloser in writing with a summary of the proposed testing program that includes its purpose, methods, criteria for arriving at a conclusion and estimated time table.

The Receiving Party shall provide the Disclosure with a written copy of a summary of the results, analysis, and conclusions of the testing, analysis and measurements.

The Receiving Party acknowledges that material forms of the Confidential Information have not been fully investigated and consequently are supplied exclusively for the purpose of the testing and not for any commercial purpose. Furthermore, material forms of the Confidential Information are supplied entirely at the Receiving Party's own risk and are provided with no warranties or claims, expressed or implied. The Receiving Party agrees to hold the Discloser free and harmless against any and all liability, claims, obligations, costs, judgments, damages, attachments and expenses relating to and/or arising from the use and/or testing and/or the presence of material forms of the Confidential Information in its possession.

The Receiving Party will not undertake chemical or other analysis, nor permit third parties to undertake chemical or other analysis, of the Sample(s) to determine the chemical composition thereof, and will use the Samples solely for the purpose of this Agreement.

The Discloser shall not be obliged to enter into any further agreement or make any further disclosure to the Receiving party.

This agreement is valid for a period of five (5) years. The Receiving Party agrees that it can not assign or transfer any obligation provided herein to any third party.

The construction, validity and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of Texas.

JPS Fuels Inc.:

Name: _____

Title: _____

Signature: _____

Date: _____

Artic FX LLC

Name: T.J. Agardy

Title: Managing Director

Signature: _____

Date: _____

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Orange County Public Schools Transportation Services

Name: Arby Creach

Title: Director of Transportation Services

Signature: _____

Date: _____