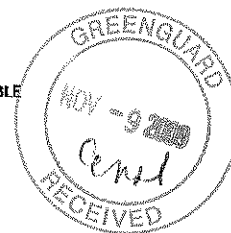


Manufacturer: PENTAL GRANITE & MARBLE



GREENGUARD ENVIRONMENTAL INSTITUTE
SECONDARY CERTIFICATION LICENSE AGREEMENT

COVER SHEET

Effective Date (Completed by GEI): October 20th, 2009

Territory (check one): ☐ United States only (The fifty states, American Samoa, Guam, the U.S. Virgin Islands, Puerto Rico and the Northern Mariana Islands)
☐ North America (includes USA, Canada & Mexico)
☐ United States and European Union
☐ United States and Rest of the World (excludes EU and Mexico/Canada)
☒ Worldwide

Licensed Marks:

GREENGUARD INDOOR AIR QUALITY CERTIFIED®

GREENGUARD INDOOR AIR QUALITY CERTIFIED (AND DESIGN)



GREENGUARD CHILDREN & SCHOOLS INDOOR AIR QUALITY CERTIFIED



Manufacturer: VINACONEX ADVANCED COMPOUND STONE JOINT STOCK COMPANY (VICOSTONE)

Manufacturer Representatives:

Mr. HO XUAN NANG	Chairman & CEO	Tel: +84-4-3368-5824

GREENGUARD ENVIRONMENTAL INSTITUTE CERTIFICATION LICENSE AGREEMENT

This Certification License Agreement (**Agreement**), is entered into as of this 20th day of October, 2009 (**Effective Date**) by and between GREENGUARD Environmental Institute, a non-profit District of Columbia corporation located at 2211 Newmarket Parkway, #110, Marietta, Georgia 30067, U.S.A (GEI) and **PENTAL GRANITE & MARBLE**, a corporation organized and existing under the laws of the WASHINGTON, USA, located at: 713 SOUTH FIDALGO STREET | SEATTLE WA 98108, USA (**Licensee**).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

BACKGROUND

- A. GEI is an independent nonprofit corporation whose purpose is to improve public health and quality of life by encouraging manufacturers to build better, safer products and to uphold environmental standards in product development, manufacturing, and distribution. GEI has established environmental standards for indoor products and building materials, and a certification program for certifying such products and materials (the **Certification Program**) that comply with its **Certification Standards**.
- B. Manufacturer (as defined on the Cover Sheet) and GEI have entered into a Testing and Certification Program Agreement (the **Manufacturer Agreement**), and Manufacturer has completed testing pursuant to GEI's procedures and protocols with respect to certain products and materials.
- C. GEI has the right to license the certification marks and other marks set forth on the Cover Sheet (**Licensed Marks**) which may only be used pursuant to written terms and conditions with GEI and in conjunction with products and materials that have satisfied the Certification Program requirements.
- D. Licensee desires to license from GEI the Licensed Marks for use on the Licensed Products (as hereinafter defined).

1. LICENSING PROGRAM STRUCTURE

1.1 Licensed Products.

- 1.1.1 **Definition of Licensed Products.** Pursuant to the Manufacturer Agreement, Manufacturer has obtained certification for certain groups of products with similar indoor air emissions (certified **Test Categories**). Products in a Test Category are deemed **Certified Products** when they (i) are manufactured by Manufacturer or a supplier under contract with Manufacturer after the certification date assigned to Manufacturer (the **Certification Date**); (ii) are approved by GEI as within such Test Category; and (iii) comply with the Certification Standards when manufactured and delivered. Licensee has contracted with Manufacturer regarding certain Certified Products (as detailed in Exhibit 2) (herein referred to as "**Licensed Product(s)**"), and Licensee and Manufacturer have agreed that the Licensed Products shall be sold in connection with the Licensed Marks pursuant to this Agreement with GEI.

- 1.1.2 Additional Certifications Issued After the Effective Date.** If additional GREENGUARD Certifications are issued to Manufacturer after the Effective Date, and Manufacturer and Licensee enter into an agreement, or expand the Manufacturing Agreement so as, to cover such Certified Products, GEI and Licensee will amend Exhibit 2 hereto to add such Certified Products as Licensed Products under this Agreement and Licensee shall pay GEI any additional Initial Licensing Fees due (as defined in Section 1.3). Upon receipt of the Initial Licensing Fees, the term "Licensed Products" as used in this Agreement will be expanded to include newly Licensed Products. The Initial Term will not be affected by the inclusion of any additional Licensed Products.
- 1.2 Designation of Contacts.** GEI and Licensee each shall designate, on the Cover Sheet hereto, Contractual Notice Persons, Operational Contacts for day-to-day communications, and Marketing Contacts. GEI and Licensee may revise their designated contacts at any time pursuant to Section 11.3 hereto.
- 1.3 Initial Licensing Fees.** Upon execution of this Agreement, Licensee shall pay to GEI the licensing fees set forth in Exhibit 1 for the Licensed Products (**Initial Licensing Fees and Ongoing Licensing fees**). The Initial Licensing Fees are not refundable even if any or all Test Categories are de-certified or this Agreement is terminated.
- 1.4 Grant of License.** Subject to the terms and conditions of this Agreement, GEI grants to Licensee, effective upon GEI's receipt of the Initial Licensing Fees, a non-exclusive, non-sublicensable, non-transferable license to use the Licensed Marks solely on the Licensed Products (the **License**), provided however, that such products must at all times be Certified Products; and further provided, that such Licensed Products must be sold or shipped for intended distribution within the Territory (as defined on the Cover Sheet). Advertising for such Licensed Product(s) must be directed within the Territory. Licensee may use the Licensed Marks on an Internet website in connection with advertisement for the Licensed Products provided that such website is operated and targeted within the Territory.
- 1.5 Initial Term.** The term of this Agreement shall commence on the Effective Date, and, unless earlier terminated, shall expire upon expiration or termination of the Manufacturer Agreement the expiration date which will be provided (**Initial Term**). If GEI and Manufacturer have not executed a Testing and Certification Renewal Agreement by the date of expiration of the Initial Term nor agreed in writing to extend the Initial Term of this Agreement, this Agreement and all licenses granted to Licensee herein shall expire.

2 OWNERSHIP AND USE OF GEI INTELLECTUAL PROPERTY

- 2.1 Ownership of Licensed Marks.** GEI represents and warrants that it has sufficient rights in the Licensed Marks to grant Licensee the license granted in Section 1.4 in those jurisdictions within the Territory in which the Licensed Marks are registered. Licensee (i) acknowledges that, as between Licensee and GEI, GEI owns all rights, title and interests in the Licensed Marks, (ii) agrees that it will do nothing inconsistent with such ownership and that nothing in this Agreement shall give Licensee any right, title or interest in the Licensed Marks other than the right to use the Licensed Marks in accordance with

this Agreement, (iii) acknowledges that all use of the Licensed Marks by Licensee shall inure to the benefit of GEI, and (iv) agrees (a) to assist GEI in recording this Agreement with appropriate government authorities at GEI's request, (b) not to challenge GEI's title to the Licensed Marks, or attack the validity of the Licensed Marks, the Certification Program, the Certification Standards, or this Agreement while this Agreement is in effect and thereafter, and (c) not to seek registration anywhere in the world of the Licensed Marks or domain names incorporating any of the Licensed Marks or oppose any application of GEI to register the Licensed Marks anywhere in the world.

2.2 Modifications to the Licensed Marks. Licensee acknowledges and agrees that GEI has the right to modify or replace the Licensed Marks in the Territory from time to time during the Term. GEI shall provide Manufacturer a drawing of the new Licensed Marks, and Manufacturer shall, within thirty (30) days of receipt, begin using such Licensed Marks on the Certified Products and related materials and phase out its use of the replaced Licensed Marks (in preexisting materials) over a reasonable period of time, which shall not extend longer than twelve (12) months.

2.3 Standards for Use of Licensed Marks. Licensee agrees: (i) to use the Licensed Marks only in the form and manner and with appropriate legends as prescribed by GEI, including in accordance with GEI's **Certification Mark Usage Guidelines**; (ii) to cooperate with GEI in facilitating its control of all uses of the Licensed Marks; (iii) if and as requested by GEI, to supply GEI with physical and/or photographic specimens showing Licensee's use of the Licensed Marks. Within ten (10) days of any reasonable GEI request, Licensee shall submit sample Licensed Product(s), advertising and/or packaging materials for GEI's review. If GEI determines, in its sole discretion, that Licensee is not using the Licensed Marks in accordance with the Certification Mark Usage Guidelines or other instructions, GEI may so notify Licensee and Licensee agrees to correct its usage of the Licensed Marks as requested by GEI, and provide new samples to GEI, within fifteen (15) days of receipt of notice. If GEI notifies Licensee that the revised samples are also non-compliant, Licensee shall have a further fifteen (15) days to correct its usage. If Licensee fails to do so, GEI may terminate the License granted pursuant to Section 1.4 or this Agreement, at GEI's sole discretion, without further right of cure pursuant to Section 5.3.2.

2.4 Infringement by Others. Licensee agrees to notify GEI of any unauthorized use of the Licensed Marks by others promptly as it comes to Licensee's attention. GEI shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Marks. Nothing in this License, however, shall require GEI to take any action concerning any unauthorized use of the Licensed Marks.

3 CERTIFIED PRODUCT QUALITY STANDARDS AND MAINTENANCE

3.1 Obligations of Licensee. GEI may rely on Licensee's monitoring of Manufacturer's foregoing quality obligations to ensure consistent quality of all Licensed Products. As between GEI and Licensee, Licensee shall be responsible for Manufacturer meeting the quality obligations under the Manufacturer Agreement, including that (i) the Manufacturer ensure that the Licensed Product(s) at all time during the Term comply with the Certification Standards upon which the Certified Product(s) were approved in the most recent Initial or Annual Testing; (ii) all products sold as Licensed Products comply with the Certification Standards; (ii) Manufacturer maintains a Quality Control System that covers all Licensed Products at all times while Manufacturer manufactures and distributes products as Certified Products, and follows such Quality Control System with respect to all such Products; however, Licensee shall have the discretion as to the manner to which it

monitors Manufacturer and as to the apportionment, contractually or otherwise, between Licensee and Manufacturer of non-GEI third party liability and indemnification.

- 3.2 **Improper Use.** If at any time GEI determines that Licensee has used the Licensed Marks on, or in connection with, products or materials that are not Certified Product(s), GEI may notify Licensee in writing of the mislabeling or misuse of the Licensed Marks. Licensee must correct the labeling or usage of the Licensed Marks as requested by GEI, and notify GEI of the corrective actions it has taken within thirty (30) days of Licensee's receipt of notice.
- 3.3 **Right to Communicate Certification Status.** GEI shall have the right, but not the obligation, at all times, whether this Agreement is in effect, to communicate to the public accurately Licensee's current and past certification status and any impending action that GEI might take with respect to such certification status. GEI shall have no liability to Licensee whatsoever for any harm caused Licensee by GEI's communication thereof.
- 3.4 **Corrective Action.** Licensee agrees to take corrective actions, as instructed by GEI and in GEI's sole discretion, including but not limited to re-labeling, public notification and recall of mislabeled product(s), to remedy any misuse of the Licensed Marks or failure of Licensed Product(s) to comply with the Certification Standards. All corrective actions shall be at Licensee's sole expense.

4 **ONGOING CERTIFICATION TESTING AND REPORTING OBLIGATIONS**

- 4.1 **Ongoing-Certification Testing and Reporting Obligations.** Manufacturer must comply with certain testing obligations in order to maintain certification (**Post-Certification Testing**). Licensee shall receive notification from GEI of any decertification pursuant to GEI's then-current procedures for Provisional Certification, a current (wherein references to Licensee shall mean, for the purposes of this Agreement, Manufacturer). GEI may amend its Provisional Certification procedures from time to time in its sole discretion, which changes shall become part of this Agreement thirty (30) days after the earlier of (a) posting at GEI's website or (b) notice to Licensee pursuant to the notice procedures set forth in Section 11.3 herein.

5 **TERMINATION**

- 5.1 **Termination by Licensee without Cause.** Licensee may at any time, upon sixty (60) days notice to GEI, terminate this Agreement and/or the license granted under this Agreement with respect to certain Licensed Products. GEI shall be under no obligation to refund any fees paid by Licensee.
- 5.2 **Termination for Breach.** In addition to the other termination provisions provided for in this Agreement, either party may terminate this Agreement if the other party (i) breaches any material term or condition of this Agreement (except as otherwise provided in Sections 2, 3, and 4) and fails to cure such breach within thirty (30) days after being provided written notice of the breach; (ii) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or the like, under the law of either the United States or PRC, as applicable, for the benefit of creditors; or (iii) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or the like, under the law of

either the United States or PRC, as applicable, for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

5.3 Termination by GEI for Breach.

5.3.1 Termination of License with respect to certain Licensed Products. GEI may terminate the License to use the Licensed Marks with respect to certain Licensed Products without further right to cure if:

- (i) Licensee fails to pay any fees due in connection with the Licensed Products within thirty (30) days of the due date of such fees; or
- (ii) Manufacturer becomes de-certified in some, but not all, Licensed Products pursuant to GEI's then-current procedures.

5.3.2 Termination of Agreement. GEI may terminate this Agreement if:

- (i) Licensee fails to pay any Fees due in connection with all Licensed Products then-certified within thirty (30) days of the due date of such Fees;
- (ii) Manufacturer becomes de-certified in all Certified Products pursuant to GEI's then-current procedures;
- (ii) Licensee fails to correct improper usage of the Licensed Marks within the thirty (30) day cure period as set forth in Section 2.3;
- (iii) Licensee fails to correct use of the Licensed Marks on non-Certified Products within the time period designated by GEI for such correction in the written notice of default;
- (iv) Licensee fails to take corrective action as required by GEI pursuant to Section 3.4.

5.4 Automatic Termination in the Event of Termination of the Manufacturer Agreement. Notwithstanding anything in this Agreement to the contrary, if the Manufacturer Agreement is terminated or expires for any reason whatsoever, this Agreement and, subject to Section 6.2, any and all Licenses granted hereunder, shall terminated automatically and immediately.

6 EFFECT OF TERMINATION OR EXPIRATION

6.1 Termination or Expiration of License with respect to certain Licensed Products. Upon termination or expiration of the License with respect to certain Licensed Products, formerly Licensed Products that are de-certified pursuant to Section 5.3.1 shall be deemed "**De-Certified Products**" and all De-Certified Products that were manufactured after the De-certification Date shall be deemed "**Non-Compliant Product(s)**". Manufacturer agrees:

- (i) To cease marking Non-Compliant Products with the Licensed Marks immediately and to remove the Licensed Marks from any Non-Compliant Products previously marked, and to cause its agents and distributors to do the same;
- (ii) To amend all marketing and promotional materials so as to reflect accurately the certification status of the De-certified Products and Non-Compliant Products, and to cause its agents and distributors to do the same; and
- (iii) That GEI may take any and all actions necessary so as to communicate to the public the certification status of Manufacturer products.

6.2 Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, Manufacturer agrees, in addition to that set forth in Section 6.1 above with respect to all De-certified Products:

- (i) To discontinue all uses of the Licensed Marks and any term confusingly similar thereto, including without limitation, removal of the Licensed Marks from all Certified Products and materials relating thereto in Manufacturer's inventory within six (6) months of such expiration or termination;
- (ii) To cooperate with GEI or its appointed agent to apply to the appropriate authorities to cancel any recording of this Agreement from all government records;
- (iii) To destroy all printed materials, including advertising and packaging, bearing the Licensed Marks for the Certified Product in Manufacturer's inventory within six (6) months of such expiration or termination and provide written notice of such destruction to GEI; and
- (iv) That, as between Manufacturer and GEI, all rights in the Licensed Marks and the goodwill associated therewith shall remain the property of GEI.

6.3 Survival. Notwithstanding the foregoing, Sections 6 - 11 shall survive the termination or expiration of this Agreement.

7. CONFIDENTIALITY

7.1 Confidential Information. The term "Confidential Information" shall mean information, in any form and regardless of whether it was developed by a party or acquired through a license, agreement or otherwise, that is not generally known to the public, including but not limited to any data, know-how, formula, technique, process, equipment, method, result, patent application, trade secret, business plan, marketing plan, financial information, customers, suppliers and other similar information with like characteristics. Confidential Information of a party does not include information that can be established by the recipient by competent proof that such information: (i) is generally available to the public through no fault of the recipient; (ii) was known by the recipient prior to receipt thereof as evidenced by prior written documents in the possession of such party; (iii) is subsequently disclosed to the recipient in good faith by a third party who is not under an obligation of confidentiality as to the information disclosed; or (iv) was or is independently developed by the recipient without reliance upon any Confidential Information of the disclosing party.

7.2 Use and Disclosure. Each party acknowledges and agrees that it will have access to and become acquainted with Confidential Information of the other party, and undertakes not (a) to, directly or indirectly, without the prior written consent of such other party, use Confidential Information of the other party for any purpose other than exercising its rights or performing its obligations under this Agreement or (b) to divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information of the other to any third party. Notwithstanding the foregoing, each party shall be permitted to disclose Confidential Information of the other (i) to certain third parties, namely, the Testing Laboratory, employees, authorized representatives and agents, on a need to know basis who will be assisting such party to render its obligations under this License and (ii) as required by applicable law, provided, such party shall (a) give prompt notice of such requirement to the other party so that it will have the opportunity to seek a protective order or other appropriate remedy, and (b) cooperate in the other party's attempts to obtain confidential treatment of such Confidential Information.

- 7.3 Public Statements.** Licensee agrees that GEI may use Licensee's name and logo and display the Certified Products in the GREENGUARD Environmental Institute Product Guide in print and electronic form. Upon GEI's request, Licensee will promptly provide GEI with an electronic copy of its name and logo, as well as those of the Licensed Products, if available, for use in connection with the GREENGUARD Environmental Institute Product Guide. Except as expressly provided in this Agreement, each party agrees that it shall not use, or permit a third party to use, the other party's name, logo, or marks without the prior written consent of such other party. Without the prior written consent of the other party, neither party shall make any press release or other public announcement of, or otherwise disclose, this Agreement or any provision thereof to any third party, except as may be required by applicable law.

8 INDEMNITY

Licensee shall indemnify, defend and hold GEI and its respective representatives, employees, officers, directors and agents harmless against all claims, suit, costs, damages, liabilities, losses, judgments, expenses (including attorneys' and other professional fees and expenses) and settlements arising out of or resulting from any breach of this Agreement by Licensee or otherwise arising out of, resulting from or otherwise relating to the Licensed Product(s) including, without limitation, the use, advertising, distribution or sale of the Licensed Product(s) by or on behalf of Licensee and claims that use of the Licensed Marks by Licensee or GEI's grant of a license in the Licensed Marks to Licensee, in jurisdictions in which the Licensed Marks are not registered, even if such jurisdictions are included in the Territory. GEI shall indemnify, defend and hold Licensee and its representatives, employees, officers, directors and agents harmless against all claims, suit, costs, damages, liabilities, losses, judgments, expenses (including attorneys' and other professional fees and expenses) and settlements arising out of or resulting from any breach of this Agreement by GEI or otherwise arising out of, resulting from or otherwise relating to claims that use of the Licensed Marks by Licensee or GEI's grant of a license in the Licensed Marks to Licensee, in jurisdictions within the Territory in which the Licensed Marks are registered, infringes or contributory infringes the intellectual property rights of a third party.

9 DISCLAIMER OF WARRANTIES

GEI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE LICENSED MARKS, CERTIFICATION STANDARDS, CERTIFICATION PROGRAM, AND THE CERTIFIED PRODUCT(S). OTHER THAN LICENSEE'S USE OF THE LICENSED MARKS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, IN NO EVENT SHALL LICENSEE MAKE ANY WARRANTY, REPRESENTATION OR OTHER STATEMENT, DIRECTLY OR INDIRECTLY, THAT GEI ENDORSES, SPONSORS OR IS OTHERWISE RESPONSIBLE FOR THE CERTIFIED PRODUCT(S).

10 LIMITATION OF LIABILITY

IN NO EVENT SHALL GEI BE LIABLE TO LICENSEE OR LICENSEE BE LIABLE TO GEI FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL OR BUSINESS, ARISING OUT OF OR RELATED TO THIS LICENSE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

11 MISCELLANEOUS

- 11.1 Controlling Law and Dispute Resolution.** This Agreement shall be interpreted and construed under the laws of the District of Columbia. Any claims, disputes or controversies arising out of this Agreement between the Parties which cannot be settled by mutual agreement shall, upon written notice by one Party to the other Party, be finally settled by arbitration in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association. The party desiring arbitration shall notify the other Party in writing of the matter to be arbitrated. The arbitration tribunal shall consist of three (3) arbitrators. GEI and Manufacturer shall each appoint one arbitrator and the two appointed arbitrators shall jointly select the third arbitrator, who shall be the chairman of the arbitration tribunal. All arbitration hearings shall be held in Atlanta, Georgia and the arbitration proceedings shall be conducted in English. Pending a decision by the arbitrator, both parties agree to take no action which might upset the status quo or prejudice the respective positions of the parties with respect to the matter in controversy. A decision by the arbitrator with respect to the matter in controversy shall be final and binding on the parties and shall be issued in writing, and judgment on any award so rendered may be entered in any court having jurisdiction. Nothing herein shall be construed to deny the parties the right to seek an injunction in any court of competent jurisdiction, particularly, but not limited to, an injunction relating to Sections 2, 3 or 8.
- 11.2 Compliance with Laws.** Each Party shall comply with all laws and regulations of federal, state, regional, local and other governmental bodies in the United States and within the Territory applicable to or affecting the parties' rights and obligations under this Agreement.
- 11.3 Notices.** All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight, courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid to the following person (at the addresses set forth above), unless a new person and/or address is designated by notice to the other party pursuant to this Section 11.3.

To GEI:
President
GREENGUARD Environmental Institute
2211 Newmarket Parkway,
#110 Marietta, Georgia 30067
U.S.A

Tel: +1-800-427-9681

To Licensee:
President
PENTAL GRANITE & MARBLE
713 SOUTH FIDALGO STREET
SEATTLE, WA 98108
USA

Tel: +1-206-788-3036

With a Copy to:
President
TaiSiDeChen Environmental Technology
Company, Ltd.
Lido Daphne Suite 6011, JIangtai Road,
Chaoyang District, Beijing, 100004, P. R. China

Tel: +86-10-64366688

Notice shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee's institution, with the return

receipt, the delivery receipt being deemed conclusive, but not exclusive, evidence of such delivery or at such time as delivery is refused by the addressee upon presentation. Informal non-contractual and operational notices may be sent by any means acceptable to both parties, including e-mail.

- 11.4 Assignment.** Except to a successor of all or substantially all of the assets of Licensee that relate to the subject matter of this Agreement, Licensee may not assign, encumber, or otherwise transfer its rights and obligations under this Agreement without the prior written consent of GEI and any attempt to do so shall be null and void.
- 11.5 Entire Agreement/Construction.** This instrument contains the entire agreement between the parties with respect to the subject matter expressed herein. It supersedes and cancels any prior oral or written indications, undertakings, understandings, agreements, or negotiations concerning the subject matter of this Agreement. This Agreement may not be altered in any respect except in writing signed by both parties. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions of this Agreement. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single Agreement.
- 11.6 Severability.** The terms of this Agreement shall be severable such that if any term hereof is held to be illegal, invalid, or unenforceable, such holding shall not affect the validity of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.
- 11.7 Injunctive Relief.** Each Party acknowledges that a violation of the parties' respective rights as provided for in Sections 2 and 7 of this Agreement may cause irreparable harm to the other party for which no adequate remedy at law may exist and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief for any breach or violation thereof. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred as a result of the other party's violation.
- 11.8 Waiver; Force Majeure.** No delay or failure on the part of either party in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence thereof. No waiver shall be valid against any party, unless made in writing and signed by the party against whom enforcement of such waiver is sought, and then only to the extent expressly specified therein. Neither party shall be liable to the other party for failure or delay in the performance of any obligation under this Agreement to the extent such failure or delay is caused by riots, civil commotions, wars, governmental laws, orders or regulations, embargoes, actions by any governmental authority, acts of God, acts of terrorism, storms, fires, accidents, labor disputes or strikes, or other similar or different contingencies, in each case, beyond the reasonable control of the respective party.
- 11.9 No Agency.** Licensee is not an agent, partner, joint venture, or employee of GEI by virtue of this Agreement. This Agreement shall not prevent GEI from entering into similar agreements or relationships with third parties.

11.10 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and permitted assigns, if any.

11.11 Language. This Agreement may have both English and Chinese versions. If so, the English version and Chinese version are intended to be identical. If there are any differences between the English version and the Chinese version which may or may not be caused by the language translation, the English version takes precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**GREENGUARD ENVIRONMENTAL
INSTITUTE**

By: [Signature]

Name: Ridney L. Milligan

Title: Treasurer

Date: 11/9/2009

PENTAL GRANITE & MARBLE

By: Peter Pental

Name: PETER PENTAL

Title: PRESIDENT

Date: OCT. 19TH, 2009



**Certification License Agreement
EXHIBIT 1**

FEE SCHEDULE

		<u>Number of Test Groups</u>	<u>Fee Per Test Group</u>	<u>Extended Fee</u>
1	Indoor Air Quality Initial Licensing Fee and Administrative Fee (a)	1	\$ 4,000	\$ 4,000
1	Children & Schools Initial Licensing Fee and Administrative Fee (a)	1	\$ 4,000	\$ 4,000
	Total Initial			\$8,000
2	Indoor Air Quality Ongoing Licensing Fee and Administrative Fee (b)	1	\$ 4,000	\$ 4,000
2	Children & Schools Ongoing Licensing Fee and Administrative Fee (b)	1	\$ 4,000	\$ 4,000
	Total Ongoing (Annual)			\$8,000
	(a) Due upon signing within five (5) days.			
	(b) Due on or before the Re-certification Anniversary.			

Licensee shall pay any fees due to GEI hereunder in U.S. dollars within five (5) days after receipt of GEI's invoice. Payments made under this Agreement after their due date will incur interest at a rate equal to one and one half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, from their due date. Licensee will pay all costs of collection including without limitation reasonable attorneys' fees.

All fees payable hereunder are exclusive of transfer, sales, use, and other taxes and duties and Manufacturer will pay all taxes assessed in connection with this Agreement, except for taxes payable on GEI's net income.

Ongoing License Fees are fixed for the Initial Term; provided that GEI may increase any or all of such fees upon increases in the number of Licensed Products, effective the year following such observed increase or increases.

**CONFIDENTIAL AND PROPRIETARY
GGCPA.CH.SLNL.000.R0**