



March 28, 2008

Mr. Jeff Geile
VERSA-TECH, INC.
701 Sargent Drive
Frederick Town, MO 63645

Sto Corp.
3800 Camp Creek Parkway
Building 1400, Suite 120
Atlanta, GA 30331
Tel: 404-346-3666
Toll Free: 1-800-221-2397
Fax: 404-346-3119
www.stocorp.com

Dear Mr. Geile:

Enclosed is Sto Corp's EPS Board Manufacturer License Agreement.

Please sign the original, make a copy for your permanent records and return the fully executed original to:

Sto Corp.
Sandra Shumake
Technical Services Coordinator
6175 Riverside Drive, SW
Atlanta, GA 30331

Also included is an information sheet. Please fill it out in its entirety and return with your license agreement.

Once Sto Corp. receives the original, you will be added to our list of approved EPS Board Manufacturers.

If you have any questions or concerns, please contact me at 678-539-4222.

Sincerely,

Sandra Shumake
Technical Services Coordinator

Cc: Tim Anderson

Enclosures





LICENSE AGREEMENT

AGREEMENT by and between Sto Corp., having its principal place of business at 3800 Camp Creek Parkway., Bldg. 1400, Suite 120 Atlanta, Georgia 30331 (hereinafter Licensor) and VERSA-TECH, INC., 701 Sargent Drive, Frederick Town, MO 63645, (hereinafter Licensee).

WHEREAS, Licensor is the owner of the registered trademark "Sto[®]" on EPS Board manufactured by Licensee in accordance with the specifications identified by Licensor and to represent itself as a manufacturer approved by Licensor. NOW, THEREFORE, in consideration of mutual covenants and agreements, the parties agree as follows:

1. Licensee: Licensor hereby grants Licensee a license to use the registered trademark "Sto[®]" on EPS Board manufactured by Licensee as set forth and subject to the terms and conditions contained herein. EPS board marked with Sto trademark shall hereinafter be called "Sto Insulation Board".
2. Representation: Licensor hereby grants Licensee the right to represent itself as an "Approved Manufacturer" of Sto Insulation Board as manufactured in accordance with ASTM E 2430-05, *Standard Specification for Expanded Polystyrene ("EPS") Thermal Insulation Boards For Use in Exterior Insulation and Finish Systems ("EIFS")* and to sell same to Sto Distributors as identified by Sto.
3. Identification: Licensee agrees to identify itself by marking all Sto Insulation Board sold as outlined in (4) below.
4. Marking: Licensee agrees to deliver all Sto Insulation Board in sealed yellow polyethylene bags bearing the words "Sto Insulation Board" and mark one edge of each and every board, and both board faces of at least one board from each packaged bundle, as follows:
 - Sto ICC ESR Nos. 1720 & 1748,
 - Name and plant ID No. of the insulation board molder (if applicable include the ICC ESR No. of insulation board molder),
 - Name of Inspection Agency such as RADCO (IAS Report AA-650) or UL (IAS Report AA-668) as indicated in the Evaluation Report for the foam plastic
5. Specifications: Licensee covenants and agrees that during the term of this agreement, and any renewal hereof, it will manufacture said Sto Insulation Board strictly in accordance with the latest edition of the specifications entitled, ASTM E 2430-05, *Standard Specification for Expanded Polystyrene ("EPS") Thermal Insulation Boards For Use in Exterior Insulation and Finish Systems ("EIFS")* as furnished by ASTM, as amended from time to time, and in the event of failure to comply with the specifications or in the event of a breach of any other term or condition contained herein, then Licensor shall have the right to immediately terminate this license by giving written notice to Licensee. In such an event all rights under this licensing agreement shall terminate. Furthermore, Licensee shall immediately cease using the trademark "Sto[®]" and shall immediately cease representing itself as a Licensee or "Approved Manufacturer" of Sto Insulation Board.
6. Indemnification: Licensee agrees to defend, indemnify and hold harmless Licensor, and corporations which directly or indirectly, through one or more intermediaries control, or are controlled by, or are under common control with, Licensor, and the directors, officers, agents and employees of such corporation, against all liability and claims for death of or injury to any person, including but not limited to employees of Licensee of any indemnity, or property damage, including the loss of use of property, or economic or commercial losses, including expenses and attorney's fees relating to the aforementioned arising or alleged to arise out of or in any way related to this License Agreement or Licensee's performance of the work or other activities of Licensee and his agents and employees under this Agreement, regardless whether such claims or liability are due in whole or in part to the negligence of any indemnity. Licensee also agrees to defend, indemnify and hold harmless, Licensor, from all breach by Licensee of the covenants contained in this Agreement. Licensee agrees to procure comprehensive general liability/products liability insurance with an appropriate vendor's endorsement naming Sto Corp. as an additional insured and shall furnish Sto Corp. with a Certificate of Insurance certifying the procurement of such insurance.
7. Term: This agreement is valid for one year from date of execution and shall automatically renew for successive one year periods unless terminated by either party pursuant to paragraph 5. Either party may terminate this Agreement upon ninety (90) days written notice at any time after the end of the first one year period.
8. Assignment: Licensee shall not assign nor sublicense this license to any person whatsoever without first obtaining written consent of Licensor.
9. Binding Effect: This agreement shall be binding upon the parties hereto, their successors and assignees. This Agreement shall be interpreted pursuant to the laws of the State of Georgia.
10. Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
11. Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may only be modified by a further writing that is duly executed by both parties.
12. Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
13. Inspection: Licensor shall have the right to inspect the products produced by Licensee at any time.
14. Third Party Certification: Licensee agrees to manufacture all Sto Insulation Boards under a quality control program implemented by a Quality Control Agency such as Resources Applications, Designs and Controls, Inc., Long Beach, CA (RADCO) or Underwriters Laboratories, Inc., Northbrook, IL (UL).

Witness John A. Moorman By Jeffrey W. Gault Date 4-8-08
 Duly Authorized Agent of Licensee

Witness Barbara Shunabe By Thomas E. Moorman Date 3-28-08
 Duly Authorized Agent of Licensor

