

EXCLUSIVE LICENSE AGREEMENT

between

BIORESOURCES INTERNATIONAL, INC.

and

RUTGERS, THE STATE UNIVERSITY

Concerning Rutgers Case Number: RU 03-146

Patent Application Numbers:

60/468,049 filed 5/5/03 and 10/839,056 filed 5/5/04

Rutgers Inventors:

James Simon, Mingfu Wang, and Mohamed Rafi

Additional Inventors

Kodzo Gbewonyo, Daniel Fahene Acquaye, and Yaw Asianowa

EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and is effective as of the day of January 17, 2007, (the "Effective Date") by and between RUTGERS, THE STATE UNIVERSITY, having its statewide Office of Corporate Liaison and Technology Transfer at 3 Rutgers Plaza, New Brunswick, New Jersey 08901, (hereinafter referred to as "Rutgers"), and Bioresources International, Inc., a New Jersey corporation having a principal business address: P. O. Box 6595, Somerset, New Jersey, 08875 (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Certain inventions disclosed under Rutgers Case No. RU 03-146, generally to be characterized as "Antioxidant and Anti-inflammatory Activities of Kombo Butter and its Constituents", hereinafter collectively referred to as the "Invention," were made by a number of inventors, including Drs. James Simon, Mingfu Wang, and Mohamed Rafi who made the inventions in their capacity as employees of Rutgers (hereinafter, collectively the "Inventors"); and

WHEREAS, Licensee wishes to obtain certain rights from Rutgers for the commercial development, manufacture, use, and sale of the Invention under a grant of license of Rutgers' applicable ownership rights in the Rutgers Technology and Rutgers Patent Rights, as those terms are defined in this Agreement, and Rutgers is willing to grant such rights on the terms and conditions set forth in this Agreement; and

WHEREAS, the compositions and/or methods of the Invention relate to a botanical for which Licensee and Rutgers recognize Ghana as the source country; and

WHEREAS, Licensee and Rutgers desire that benefits be shared with with Ghana in recognition of its status as the source country of the botanical from which the Invention has been derived pursuant to the terms of the Convention on Biological Diversity (CBD); and

WHEREAS, Rutgers is desirous that the Invention be developed and utilized to the fullest extent so that the benefits can be enjoyed by the general public.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any corporation or business entity that directly or indirectly controls, is controlled by, or is under common control with Licensee to the extent of at least 50 percent of the outstanding stock or other voting rights entitled to elect directors.

1.2 "Confidential Information" means all data, information, and/or tangible material owned or controlled by Rutgers and acquired by Licensee, its Affiliates or its sublicensees directly or indirectly from or through Rutgers, its units, its employees, the Inventors, or its consultants relating to the Invention, Licensed Products, or this Agreement, including but not limited to, all patent prosecution documents and all information received from Inventors as well as Rutgers Technology.

1.3 "Licensed Field" means the use of the Invention as an antioxidant or anti-inflammatory agent for the treatment and prevention of adverse health conditions.

1.4 "Licensed Method" means any process, method, or use that is covered by Rutgers Patent Rights or whose use or practice would constitute, but for the license granted to Licensee pursuant to this Agreement, an infringement of any issued or pending claim within Rutgers Patent Rights.

1.5 "Licensed Product(s)" means any material or product or kit, or any service, process, or procedure that (i) either is covered by Rutgers Patent Rights or whose discovery, development, registration, manufacture, use, or sale would constitute, but for the license granted to Licensee pursuant to this Agreement, an infringement of any claim within Rutgers Patent Rights or (ii) is discovered, developed, made, sold, registered, or practiced using Rutgers Technology or Licensed Method or which may be used to practice the Licensed Method, in whole or in part.

1.6 "Net Sales" means the total of the gross consideration charged for Licensed Products made, used, leased, transferred, distributed, sold or otherwise disposed of by Licensee and its Affiliates, less the sum of the following actual and customary deductions (net of rebates or allowances of such deductions received) included on the invoice and actually paid: cash, trade, or quantity discounts; sales or use taxes imposed upon particular sales; import/export duties; and transportation charges. In the event Licensee or any of its Affiliates makes a transfer of a Licensed Product to a third party for other than monetary consideration or for less than fair market value, such transfer shall be considered a sale hereunder to be calculated at a fair market value for accounting and royalty purposes. Furthermore if Licensee or its Affiliates commercially use Licensed Product with no expectation of subsequent royalty bearing transfer of such Licensed Product to an unaffiliated third party, such commercial use shall be

considered a sale hereunder to be calculated at a fair market value for royalty and accounting purposes.

A Licensed Product shall be deemed made, used, leased, transferred, sold, or otherwise disposed of at the time Licensee bills, invoices, ships, or receives payment for such Licensed Product or commercially uses product, whichever occurs first.

1.7 "Rutgers Patent Rights" means Rutgers' rights in U.S. Patent Application Numbers 60/468,049 and 10/839,056 and U.S. Patent(s) issuing thereon, and foreign patents and patent applications corresponding to all of the foregoing, jointly owned by Rutgers, including any reissues, extensions (including governmental equivalents thereto), substitutions, continuations, and divisionals.

1.8. "Rutgers Technology" means all information, know-how and physical objects to the extent reasonably necessary or useful to practice the Invention in the Licensed Field, to the extent owned or controlled by Rutgers, which Rutgers has the right to disclose and license to third parties without incurring obligations, and which was created and discovered by one or more of the Inventors or under the direction of one or more of the Inventors prior to the Effective Date of this Agreement.

1.9. "Territory" means all countries of the world in which Rutgers has intellectual property rights licensed hereunder, subject to any exclusions provided in this Agreement.

1.10 "Benefit Sharing".refers to any payments made or other consideration given to instrumentalities of the government of Ghana and organizations located there in recognition of Ghana's status as the source country of the botanical from which the Invention has been derived, pursuant to the terms of the Convention on Biological Diversity (CBD), the nature and amount of which shall be arranged by BRI in consultation with Rutgers. The value of Benefit Sharing shall be calculated as the sum of direct payments and the fair market value of other consideration.

2. GRANT

2.1. Subject to the limitations set forth in this Agreement, Rutgers hereby grants to Licensee an exclusive license under Rutgers' ownership interest in the Rutgers Patent Rights and a non-exclusive license to use Rutgers' ownership interest in the Rutgers Technology in the Licensed Field to make, have made, use, import, put into use, distribute, sell and have sold Licensed Products and to practice Licensed Method in the Territory during the term of this Agreement.

2.2. Rutgers expressly reserves the right to have the Invention and associated intellectual property rights licensed hereunder used for educational, research and other

non-business purposes and to publish the results thereof. Licensee acknowledges that Rutgers Technology may have been previously disclosed to the public.

3. SUBLICENSES

3.1. Rutgers grants to Licensee the right to grant sublicenses to third parties under any or all of the licenses granted in Article 2, provided Licensee has current exclusive rights under this Agreement under the Rutgers Patent Rights at the time it exercises a right of sublicense. To the extent applicable, such sublicense shall include all of the rights of and obligations due to Rutgers that are contained in this Agreement.

3.2. Within thirty (30) days after execution thereof, Licensee shall provide Rutgers with a copy of each sublicense issued hereunder, and shall thereafter collect and guarantee payment of all royalties and other obligations due Rutgers relating to the sublicensee(s) and summarize and deliver all reports due Rutgers relating to the sublicense(s).

4. LICENSE PAYMENTS

4.1. Licensee shall pay to Rutgers fifteen percent (15%) of all consideration received by Licensee and its Affiliates (i) from sublicensing or transferring its and/or Rutgers' rights in the intellectual property that is the subject matter of this Agreement or (ii) as recoveries from infringers or alleged infringers.

5. ROYALTIES

5.1. Except as otherwise required by law, Licensee shall pay to Rutgers a royalty of five percent (5%) assessed upon the amount of Net Sales less Benefit Sharing during the term of this Agreement. Sales or other transfers among Licensee and its Affiliates which would otherwise be royalty bearing under this Agreement shall be disregarded for purposes of computing royalties, to the extent that Licensed Product subject to such sale or transfer is subsequently sold or transferred to a third party where a payment of royalty by such third party pursuant to the terms of this Agreement with respect to such sale or transfer will be required.

5.2. Royalties payable to Rutgers shall be paid annually on or before February 28. Each such payment will be for unpaid royalties that have accrued until the end of Licensee's most recently completed calendar quarter plus any other unpaid royalties due, but not previously paid for any reason.

5.3. All amounts due Rutgers shall be payable in United States Dollars in New Brunswick, New Jersey. When Licensed Products are sold for monies other than United States Dollars, the earned royalties will first be determined in the foreign currency of the country in which such Licensed Products were sold and then converted into equivalent United States Dollars. The exchange rate will be the United States Dollar buying rate quoted in the Wall Street Journal on the last day of the reporting period.

5.4. Licensee shall be responsible for any and all taxes, fees, or other charges imposed by the government of any country outside the United States on the remittance of royalty income for sales occurring in any such country. Licensee shall also be responsible for all bank transfer charges.

5.5. If at any time legal restrictions prevent the acquisition or prompt remittance of United States Dollars by Licensee with respect to any country where a Licensed Product is sold, Licensee shall pay royalties due to Rutgers from Licensee's other sources of United States Dollars.

5.6. In the event that any patent or any claim thereof included within the Rutgers Patent Rights shall be held invalid in a final decision by a court of competent jurisdiction and last resort in any country and from which no appeal has or can be taken, all obligation to pay royalties based on such patent or claim or any claim patentably indistinct therefrom shall cease as of the date of such final decision with respect to such country. Licensee shall not, however, be relieved from paying any royalties that accrued before such decision or that are based on another patent or claim not involved in such decision, or that are based on Rutgers Technology.

6. DILIGENCE

6.1. Licensee, upon and after execution of this Agreement, shall use its best efforts to develop, test, obtain any required governmental approvals, manufacture, market and sell Licensed Products in all countries of the Territory within a reasonable time after execution of this Agreement and in quantities sufficient to meet the market demands.

6.2. Licensee shall be entitled to exercise prudent and reasonable business judgment in meeting its diligence obligations in Section 6.1.

7. PROGRESS AND PAYMENT REPORTS

7.1. Beginning six (6) months after the Effective Date, and semi-annually thereafter, Licensee shall submit to Rutgers a progress report covering Licensee's activities related to the research, development and testing of all Licensed Products and the obtaining of

governmental approvals, if any, necessary for marketing. These progress reports shall be made for each Licensed Product in each country of the Territory.

7.2. The progress reports submitted under Section 7.1 shall include sufficient information to enable Rutgers to determine Licensee's progress in fulfilling its obligations under Article 6.

7.3. Licensee shall report to Rutgers in its immediately subsequent progress and payment report the date of first commercial sale of each Licensed Product in each country.

7.4. After the first commercial sale of a Licensed Product anywhere in the world, Licensee will make an annual royalty reports to Rutgers on or before February 28 of each year. Each such royalty report will cover Licensee's activities through the most recently completed calendar quarter and will show (i) the units, gross sales, Net Sales, and Benefit Sharing for each type of Licensed Product sold by Licensee, its Affiliates and sublicensees on which royalties have not been paid, including a clear indication of how Net Sales were calculated; (ii) the royalties and fees, in U.S. dollars, payable hereunder, including a breakdown, where more than one patent is licensed hereunder, of how royalty income is allocated among the patents; (iii) the method used to calculate the royalty; (iv) the exchange rates used, if any; and (v) any other information relating to the foregoing reasonably requested by Rutgers.

7.5. If no sales of Licensed Products have been made during any reporting period, a statement to this effect shall be made by Licensee.

7.6. Licensee shall include a written statement with any additional payment or other consideration made to Rutgers pursuant to the terms of this Agreement setting forth in reasonable detail the basis for the payment and the manner in which the payment was calculated.

8. BOOKS AND RECORDS

8.1. Licensee shall keep and cause its Affiliates and sublicensees to keep books and records in accordance with generally accepted accounting principles accurately showing all transactions and information relating to this Agreement. Such books and records shall be preserved for at least five (5) years from the date of the entry to which they pertain and shall be open to inspection by representatives or agents of Rutgers at reasonable times upon reasonable notice.

8.2. The fees and expenses of Rutgers' representatives performing such an examination shall be borne by Rutgers. However, if an error in any payment of more than five percent (5%) of such payment due is discovered, or if as a result of the examination it is determined that Licensee is in material breach of its other obligations

under this Agreement, then the fees and expenses of these representatives shall be borne by Licensee, and Licensee shall promptly reimburse Rutgers for reasonably documented audit expenses as well as all overdue payment and late interest payments.

9. TERM OF THE AGREEMENT

9.1. Unless otherwise terminated by operation of law or by acts of the parties in accordance with the provisions of this Agreement, this Agreement shall be in force from the Effective Date and shall remain in effect in each country of the Territory until the expiration of the last-to-expire patent licensed under this Agreement in such country or 10 years from the date of first commercial sale of a Licensed Product in such country, whichever is later.

9.2. Any termination or expiration of this Agreement shall not affect the rights and obligations set forth in the following Sections and/or Articles: Article 1, Section 2.3. of Article 2, Section 7.4 of Article 7, Article 8, Article 9, Article 10, Article 12, Article 13, Article 17, Article 22, and Article 26.

9.3. Any termination under this agreement shall not relieve Licensee of any obligation or liability accrued hereunder prior to such termination or rescind anything done by Licensee or any payments made to Rutgers hereunder prior to the time such termination becomes effective, and such termination shall not affect in any manner any rights of Rutgers arising under this Agreement prior to such termination.

10. TERMINATION FOR CAUSE BY EITHER PARTY

10.1. If one party should breach or fail to perform any provision of this Agreement, then the other party may give written notice of such default (Notice of Default) to the breaching party. If the breaching party should fail to cure such default within sixty (60) days of notice thereof, the non-breaching party shall have the right to terminate this Agreement and the licenses herein by a second written notice (Notice of Termination) to the breaching party. If a Notice of Termination is sent to breaching party, this Agreement shall automatically terminate on the effective date of such notice. Termination shall not relieve breaching party of its obligation to pay all amounts due to the non-breaching party as of the effective date of termination and shall not impair any accrued rights of the non-breaching party.

11. USE OF NAMES, TRADEMARKS, AND CONFIDENTIAL INFORMATION

11.1. Nothing contained in this Agreement shall be construed as granting any right to Licensee, its Affiliates or sublicensees to use in advertising, publicity, or other promotional activities or otherwise any name, trade name, trademark, or other

designation of Rutgers or any of its units (including contraction, abbreviation or simulation of any of the foregoing). Unless required by law or consented to in advance in writing by an authorized representative of Rutgers, the use by Licensee of the name, "Rutgers, The State University" or any campus or unit of Rutgers is expressly prohibited.

12. LIMITED WARRANTY

12.1. Rutgers warrants to Licensee that it has the lawful right to grant this license.

12.2. This license and the associated Invention are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. RUTGERS MAKES NO REPRESENTATION OR WARRANTY THAT THE LICENSED PRODUCTS OR LICENSED METHODS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

12.3. IN NO EVENT WILL RUTGERS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, RESULTING FROM EXERCISE OF THIS LICENSE BY OR ON BEHALF OF LICENSEE, ITS AFFILIATES OR SUBLICENSEES OR MANUFACTURE, SALE, OR USE OF THE INVENTION OR LICENSED PRODUCTS OR RUTGERS INTELLECTUAL PROPERTY LICENSED HEREUNDER.

12.4. Nothing in this Agreement shall be construed as:

- (a) a warranty or representation by Rutgers as to the validity or scope of any Rutgers Patent Rights; or
- (b) a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents or other intellectual property rights of third parties; or
- (c) an obligation to bring or prosecute actions or suits against third parties except as provided in Article 17; or
- (d) conferring by implication, estoppel or otherwise any license or rights under any patents or other intellectual property of Rutgers other than Rutgers Patent Rights and Rutgers Technology, regardless of whether such patents are dominant or subordinate to Rutgers Patent Rights; or
- (e) an obligation to furnish any know-how not provided in Rutgers intellectual property licensed hereunder.

13. PATENT PROSECUTION AND MAINTENANCE

13.1. Licensee shall diligently prosecute and maintain the United States patent applications and patents comprising Rutgers Patent Rights using counsel of its choice, provided Rutgers has approved in writing Licensee's selection, such approval not to be unreasonably withheld. Licensee shall consult with Rutgers with respect to any proposed filings and amendments in a timely manner so as to provide Rutgers a reasonable opportunity for evaluation. Licensee shall only make such filings and amendments as are approved in advance in writing by an authorized representative of Rutgers. Licensee shall give due consideration to amending any patent application to include claims reasonably requested by Rutgers.

13.2. All past, present, and future costs of preparing, filing, prosecuting, defending, and maintaining all United States patent applications and/or patents, including but not limited to declaratory judgments, interferences, oppositions, reexaminations, reissues, and all corresponding foreign patent applications and patents covered by Rutgers Patent Rights shall be borne by Licensee.

13.3. Licensee may file, prosecute, and maintain patent applications and patents covered by Rutgers Patent Rights in foreign countries, if available. Licensee shall notify Rutgers promptly after the Effective Date of any foreign filings it elects to make. For foreign patents that Licensee does not elect to file and prosecute, Rutgers retains the right to file and prosecute, to own the resultant patent, and to license it to third parties.

13.4. Licensee's obligation to underwrite and to pay patent prosecution and maintenance costs shall continue for so long as this Agreement remains in effect, provided, however, that Licensee may terminate its obligations with respect to any given patent application or patent upon three (3) months' prior written notice to Rutgers. Commencing on the effective date of such notice, Rutgers may continue prosecution and/or maintenance of such application(s) or patent(s) at its sole discretion and expense; in such event, Rutgers shall own the patent rights and have the right to license it to third parties.

14. PATENT MARKING

14.1. Licensee shall mark all Licensed Products made, used, sold, imported, exported, or otherwise disposed of under the terms of this Agreement, and/or their containers, in accordance with the applicable patent marking laws.

15. PATENT INFRINGEMENT

15.1. In the event that Licensee shall learn of the substantial infringement of any patent licensed under this Agreement in the Licensed Field, Licensee shall notify Rutgers in writing and shall provide Rutgers with reasonable evidence of such infringement. Both parties to this Agreement agree that during the period and in a jurisdiction where Licensee has exclusive rights under this Agreement, neither party will notify a third party of the infringement of any of Rutgers Patent Rights in the Licensed Field without first obtaining consent of the other party, which consent shall not be unreasonably denied. Both parties shall use their best efforts in cooperation with each other to terminate such infringement without litigation.

15.2. Rutgers may request that Licensee take legal action against the infringement of Rutgers Patent Rights. If the infringing activity has not been abated within ninety (90) days following the effective date of such request, Licensee shall have the right to commence suit on its own account or refuse to commence such suit. Licensee shall give notice of its election in writing to Rutgers by the end of the one-hundredth (100th) day after receiving notice of such request from Rutgers. Rutgers may thereafter bring suit for patent infringement if and only if Licensee refuses to commence suit. In the event either party elects to bring suit in accordance with this paragraph, the other party may thereafter join such suit at its own expense. Such legal action as is decided upon shall be at the expense of the party on account of whom suit is brought.

15.3. Each party agrees to cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party on account of whom suit is brought for out-of-pocket expenses. Such litigation shall be controlled by the party bringing the suit.

16. INDEMNIFICATION AND INSURANCE

16.1. To the maximum extent permitted by law, Licensee shall indemnify, hold harmless and defend Rutgers, its governors, trustees, officers, employees, students, agents and the Rutgers Inventors against any and all claims, suits, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) resulting from or arising out of the exercise of the rights granted under this license or any sublicense by Licensee, its Affiliates and sublicensees. This indemnification shall include, but is not limited to, any and all claims alleging products liability.

16.2. Throughout the term of this Agreement, and to the extent applicable from and after the date of first commercial sale of a Licensed Product, Licensee shall maintain commercially issued policies of insurance, or a program of self-insurance if such program is approved in advance in writing by an authorized representative of Rutgers, which provide coverage and limits as required by statute or as necessary to prudently

insure the activities and operations of Licensee. The commercial general liability insurance policy, or liability self-insurance program, shall include the interests of Rutgers as an additional insured and provide coverage limits of not less than \$2,000,000 combined single limits as respects premises, operations, contractual liability and, if applicable, liability arising out of products and/or completed operations. Licensee shall provide Rutgers with certificates of insurance for commercially insured policies, or a letter from Licensee's independent auditors stating its opinion as to the adequacy of any self-insurance program.

It is expressly agreed that the insurance or self-insurance are minimum requirements which shall not in any way limit the liability of Licensee and shall be primary coverage. Any insurance or self-insurance program maintained by Rutgers shall be excess and noncontributory.

16.3. Rutgers shall promptly notify Licensee in writing of any claim or suit brought against Rutgers in respect of which Rutgers intends to invoke the provisions of Article 16. Licensee shall keep Rutgers informed on a current basis of its defense of any claims pursuant to Article 16.

17. NOTICES

17.1. Any notice or payment required to be given to either party shall be deemed to have been properly given and to be effective: (i) on the date of delivery if delivered in person; (ii) five (5) days after mailing if mailed by first-class certified mail, postage paid and deposited in the United States mail, to the respective addresses given below, or to such other address as it shall designate by written notice given to the other party; (iii) on the date of delivery if delivered by express delivery service such as Federal Express or DHL; or (iv) as otherwise agreed upon in writing by the parties.

In the case of Licensee:	Bioresources International, Inc. P. O. Box 6595 Somerset, NJ 08875 Attention: Kodzo Gbewonyo, President
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In the case of Rutgers:	Rutgers, The State University Office of Corporate Liaison and Technology Transfer Attention: Director ASB III, 3 Rutgers Plaza New Brunswick, NJ 08901
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18. ASSIGNABILITY

18.1. This Agreement is binding upon and shall inure to the benefit of Rutgers, its successors and assigns, but shall be personal to Licensee and assignable by Licensee only with the written consent of Rutgers.

19. LATE PAYMENTS

19.1. In the event any amounts due Rutgers hereunder, including but not limited to royalty payments and any patent cost reimbursements, are not received when due, Licensee shall pay to Rutgers interest charges at a rate of eighteen (18) percent per annum, compounded monthly, or the highest rate permitted by law, if less than eighteen percent. Such interest shall be calculated from the date payment was due until actually received by Rutgers.

20. WAIVER

20.1. It is agreed that failure to enforce any provisions of this Agreement by a party shall not be deemed a waiver of any breach or default hereunder by the other party. It is further agreed that no express waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

21. FAILURE TO PERFORM

21.1. In the event of a failure of performance due under the terms of this Agreement and if it becomes necessary for either party to undertake legal action against the other on account thereof, then the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

22. GOVERNING LAWS

22.1. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS, but the scope and validity of any patent or patent application shall be governed by the applicable laws of the country of such patent or patent application.

23. FOREIGN GOVERNMENT APPROVAL OR REGISTRATION

23.1. If this Agreement or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, Licensee shall assume all legal obligations to do so and the costs in connection therewith.

24. EXPORT CONTROL LAWS

24.1. Licensee shall observe all applicable United States and foreign laws with respect to the transfer of Licensed Products and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

25. CONFIDENTIALITY

25.1. Licensee (i) shall not use any Confidential Information except for the sole purpose of performing this Agreement, (ii) shall safeguard the same against disclosure to others with the same degree of care as it exercises with its own information of a similar nature, and (iii) shall not disclose or permit the disclosure of Confidential Information to others (except to its employees, agents or consultants who are bound to Licensee and Rutgers by a like obligation of confidentiality) without the express written permission of Rutgers.

Rutgers (i) shall not use any confidential information received from Licensee (including, without limitation, business plans, reports and other information obtained from Licensee pursuant to this Agreement, Licensee Improvements or other information that is marked "confidential" when provided) ("Licensee Confidential Information"), except for the sole purpose of exploiting such information pursuant to this Agreement; (ii) shall safeguard the same against disclosure to others with the same degree of care as it exercises with its own data of a similar nature; and (iii) shall not disclose or permit the disclosure of Licensee Confidential Information to others (except to its employees, agents, subcontractors or consultants who are bound to Licensee and Rutgers by a like obligation of confidentiality), without the express written permission of Licensee.

Notwithstanding the foregoing, neither Licensee nor Rutgers shall be prevented from using or disclosing any information that:

- (a) it can demonstrate by written records was previously known to it; or
- (b) is now, or becomes in the future, information generally available to the public in the form supplied, other than through improper or unauthorized acts or omissions of the party that owns such information; or

- (c) is lawfully obtained from one or more third party sources who were entitled to provide such information; or
- (d) is required by law to be disclosed, provided that it provides prior written notice of such required disclosure to the disclosing party, and the disclosing party is afforded an opportunity to prevent or limit such disclosure.

The obligations of Licensee under this Article 25 shall remain in effect during the term of this Agreement and for five (5) years from the date of termination or expiration of this Agreement.

26. MISCELLANEOUS

26.1. The headings of the several articles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

26.2. This Agreement will not be binding upon the parties until it has been signed below on behalf of each party by a duly authorized representative.

26.3. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed on behalf of each party by a duly authorized representative.

26.4. This Agreement embodies the entire understanding of the parties and shall supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

26.5. Licensee shall not enter into any agreements relating to this Agreement with the Rutgers Inventors or other Rutgers employees or students in contravention of the legal rights or policies of Rutgers.

26.6. In case any of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect: (i) such invalidity, illegality or unenforceability shall not affect any other provisions hereof; (ii) the particular provision, to the extent permitted by law, shall be reasonably construed and equitably reformed to be valid and enforceable and if the provision at issue is a commercial term, it shall be equitably reformed so as to maintain the overall economic benefits of the Agreement as originally agreed upon by the parties; and (iii) this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

26.7. Rutgers shall have the right to terminate this Agreement forthwith by giving written notice of termination to Licensee at any time upon or after the filing by Licensee of a petition in bankruptcy or insolvency, or upon or after any adjudication that Licensee is bankrupt or insolvent, or upon or after the filing by Licensee of any petition or answer seeking judicial reorganization, readjustment or arrangement of the business of Licensee under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of Licensee, or upon or after the making of any assignment or attempted assignment for the benefit of creditors, or upon or after the institution of any proceeding or passage of any resolution for the liquidation or winding up of Licensee's business or for termination of its corporate life.

26.8. Neither Licensee nor its Affiliates shall originate any publicity, news release or other public announcement, written or oral, relating to this Agreement or the existence of an arrangement between the parties, except as required by law, without the prior written approval of Rutgers, which approval shall not be unreasonably withheld.

26.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26.10. Nothing herein shall be deemed to constitute one party as the agent or representative of the other party or both parties as joint venturers or partners. Each party is an independent contractor.

IN WITNESS WHEREOF, both Rutgers and Licensee have executed this Agreement by their duly authorized representatives.

Bioresources International, Inc.

By _____

Kodzo Gbewonyo
President

Date _____

Jan 9, 2007

Rutgers, The State University

By _____

William T. Adams
Director
Office of Corporate Liaison and
Technology Transfer

Date _____

4/17/07

By _____

Robert M. Goodman, PhD.

Executive Dean of Agriculture
and Natural Resources
Dean of Rutgers School of
Environmental and Biological
Sciences
Executive Director of the
New Jersey Agricultural
Experiment Station

Date: _____

1/10/07