

**O.E.M. Agreement
Between
YAMATAKE EUROPE N.V.
and
RMG MESSTECHNIK GMBH**

This agreement is made and entered into on the February 1st, 2007 by and between **Yamatake Europe N.V. ("Yamatake")**, having its principle offices at Bosdellestraat 120/2, B-1933 Zaventem, Belgium

and

RMG Messtechnik GmbH ("RMG"), having its registered office at Otto-Hahn-Strasse 5, 35510 Butzbach, Germany.

Recitals

- A. Yamatake is a manufacturer and supplier of Heat Value Gaschromatograph and accessories.
- B. RMG is a manufacturer and supplier of measurement Systems and desires to buy and use products manufactured by Yamatake as a part of its Analyzer System named PGC 200.

THE PARTIES AGREE AS FOLLOWS:

1. Appointment and Acceptances

Yamatake enters into this agreement with RMG on O.E.M.-basis, for the product range, set forth in paragraph 5 of this agreement, hereinafter called "the products".

RMG hereby accepts the agreement to act on an O.E.M.- basis i.e. only use the products as an assembly in her Analyzer System named PGC 200.

"Analyzer System" is herein defined as an on-line stationary process, Ex-proof analyzer for calculating calorific value, wobbe index, standard density and compressibility of natural gas and fuel gas for the energy gas, (petro-) chemistry markets and other related gas markets.

2. Legal relationship

It is expressly agreed that the relationship between the parties is that of Purchaser and Vendor, and RMG is in no way the legal representative or agent of Yamatake for any purpose whatsoever and has no right or authority to assume or create any obligation of any kind, express or implied, on the behalf of Yamatake or to bind it in any respect whatsoever.

3. Duties of Yamatake

Yamatake shall supply RMG with the products in accordance with the terms of this Agreement and the performance of such duties, Yamatake shall:

- a) NOT advise RMG of its direct customer prices.
- b) Endeavour to give notice to RMG for any changes in the products.

In addition Yamatake shall at its own cost supply RMG with documentation, catalogues, etc. necessary for active promotion of the products. Furthermore, Yamatake shall provide training to RMG once a year. In case that additional training seems to be necessary, the parties

shall discuss and determine the details thereof, including cost allocation of the parties.

4. Duties of RMG

RMG shall actively promote the products to the interest of both parties. In accordance with the terms of this Agreement and in the performance of such duties of RMG shall refrain from using or permitting to be used any confidential or proprietary information or data which is the property of Yamatake except to the extent that such information must be necessarily disclosed in the course of selling the products and such disclosure is approved in advance in a written form by Yamatake.

Upon termination of this Agreement, RMG shall forthwith destroy all such data marked "Confidential" which it possesses and make no further use of such information or data as long as it shall remain unpublished and not otherwise known in the public domain unless such data are necessary for RMG to comply with its obligations to its customers.

5. Products

The following products are subject to the provisions of this agreement:

Model HGC 303-1 E (ATEX) and HGC 303-1 F (FM/USA) (“Model HGC 303”) plus related accessories as specified in the attached schedule ("Model HGC 303 Order Form").

The Model HGC 303 will be delivered with the following items:

- CD-Rom Software (HGM, Users Manual, Documentation)
- 1 mounting bracket set
- 1 wrench
- CE - Declaration
- Software: Firme Ware Version 3.2

Fieldbus / Ethernet Converter („Model SLD 100“)

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Specifications

- A. Total Cycle Time
 ≤ 300 sec
- B. Oven temperature ≥ 58 degrees C
- C. Repeatability (15 Analysis, Statistics on the last 10 Analyses)
Gas: Natural Gas Typ 11D

Component	Concentration	% std
CO ₂	1,5 mol %	$< 0,25$
N ₂	4,0 mol %	$\leq 0,25$
C1	88,9 mol %	$\leq 0,25$
C2	4,0 mol %	$\leq 0,25$
C3	1,0 mol %	$\leq 0,40$
i-C4	0,2 mol %	$\leq 0,60$
n-C4	0,2 mol %	$\leq 0,60$

Calorific Value (gross) CV: $\leq 0,05$ %
Standard Gravity SG: $\leq 0,05$ %

RMG will be informed on and receive the rights to improvements made by Yamatake on the Model HGC 303 and Model SLD 100.

In the case RMG requires specific alterations of the products, and Yamatake concludes that such alterations are feasible, the parties shall discuss the details thereof, including any increase or decrease of the price of the altered products.

- E. Temperature test

Special test in a climate controlled room, in which a temperature program is running, to measure and ensure a pre-specified noise level. In addition this test is done to make sure that the raw unnormalized sum of components on hundred (100) analysis (defined temperature test, range: - 10°C to +50°C) does not deviate more than ± 2 % of the average of the raw unnormalized sum of components.

F. Extended Final Test on Calorific Value and Density

During the temperature test, based upon the RMG software, also the calorific value and density are calculated and monitored, whereby the deviations may not exceed + 0,25 % and/or – 0,25 % from the average calculated calorific value and density respectively.

6. Quantities and Deliveries

- A) The contract is based on a minimum purchase by RMG (Forecast), including delivery-schedule of the products to be delivered during the term of this Agreement (The "Minimum Order Quantity").

Minimum Order Quantity is twenty-five (25) units of Model HGC 303 and Model SLD 100 per year (12 months period), where the year is defined as from February 1st, 2007, for the coming three (3) years.

- B) The quantity and the delivery-schedule of Model HGC 303 and Model SLD 100 for the 12 months period shall be submitted to Yamatake by RMG on or before the end of the third month (April 30th) from the commencement of such 13 months period. Yamatake guarantees to comply with the requested delivery-schedule as long as the first delivery will be ten (10) weeks after the minimum order quantity has been ordered by RMG. For orders increasing the above mentioned minimum order quantity and not part of the Master Purchase Order an "ad-hoc" delivery time will be negotiated.
- C) It is incumbent on Yamatake to communicate any foreseen deviation from the delivery-schedule or delivery problems for the orders increasing the above mentioned minimum order quantity to RMG immediately upon recognizing that such problems may effect the delivery commitments, however, such communication shall not be deemed as a waiver by the RMG relating to its claims due to delivery problems.
- D) RMG reserves the right, at its expense, to inspect each product as they deem necessary to ensure fit, form and function are correct, at RMG or Yamatake's plant, however, such inspection does not relieve Yamatake from its contractual obligation.

7. Territory

RMG will sell the specified products as part of their Gas Measurement System world-wide on a non exclusive basis.

8. Purchase Agreement

Yamatake agrees to sell and deliver the products to RMG, and RMG agrees to purchase, based upon a Master Purchase Order, and take delivery of said products up to the termination date of this Agreement.

9. Yamatake agrees to sell the products and accessories to RMG at a fixed price per unit HGC 303 and SLD 100 upon a minimum, see attached price schedule. (Based on numbers stated in 6A)

10. Shipping and Insurance

Unless otherwise agreed upon the parties, all deliveries shall be CIP Butzbach, as defined by INCOTERMS 2000. The products will be shipped to RMG, Butzbach, and thereafter the products are for the risk and account of RMG. Yamatake will be responsible for covering the costs of transport and costs of insurance to cover the risk from Yamatake to RMG Butzbach.

11. Warranty

Yamatake will replace defective instruments, which are returned to her, up to one year after installation on customer site, latest 18 months after delivery date. The costs of sending back of the products to Yamatake and the shipping etc. of new products are on Yamatake's account.

12. Terms

- a) This Agreement will commence February 1st, 2007, and will continue for three (3) years.
This Agreement will be automatically extended by another three (3) years, unless cancelled by one of the parties with a six (6) months notice before the end of every three(3) years period.
- b) Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time by mutual consent.
- c) In the event that either party shall be in default or in breach of any condition or covenants of this Agreement, the aggrieved party may at his choice service or notice in writing upon the party considered to be in default of its termination of this Agreement on the expiration of ninety (90) days from the date of such notice, unless the party being in default will cure the default or breach within the sixty (60) days period.
- d) Notwithstanding the above.mentioned paragraph, if:
 - either party to the Agreement should breach the latter to such an extent that the breach cannot be remedied, that is to be regarded as a substantial breach, or
 - processing in bankruptcy or moratorium should be instituted by or against a party to the Agreement or a party should make any assignment for the benefit of, or composition with, its creditors. The other party shall be entitled by notice in writing to the other party that this Agreement is terminated.

13. Payment

Standard terms of payment will be net thirty (30) days after invoice date. All invoices and payments under this Agreement shall be made in Euro.

14. Effect of termination

- a) Termination of this Agreement shall not relieve the other party of any obligation owing to the other at the date of such termination.
- b) The termination of this Agreement shall not effect any order for the products delivered or in the course of delivery at the time such termination takes effect and the provisions of this Agreement shall so far as applicable apply to such order.

15. Indemnity

- a) Yamatake shall indemnify RMG against all liability loss and damage resulting from any actual or alleged breach of third party patent, trade secret or copyright with respect to the manufacturer, use or sale of the products provided that prompt notification of such claim of infringement or breach is communicated to Yamatake by RMG and Yamatake is permitted to conduct any litigation or negotiation for any settlement of such claims.
- b) The remedies provided herein are RMG's sole and exclusive remedies.
In no event Yamatake is liable for direct, indirect, special incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory.

16. Force Majeure

Either party is entitled to rely on force majeure in all cases where the performance under the Agreement is hindered or made difficult, in whole or in part, temporarily or permanently by circumstances beyond their reasonable control including, but not limited to strikes, outbreaks, riots, wars, fire, acts of God, acts of compliance with any law, regulation, or order.

17. Assignment of Agreement

This Agreement or any part hereof may not be assigned, transferred or hypothecated by RMG or Yamatake in whole or in part, directly or indirectly, by operation of law or otherwise without prior written consent of the other party which shall not be unreasonably withheld.

18. Entire Understanding

This Agreement is the entire and sole Agreement and Understanding of the parties hereto with respect to the subject matter hereof and supercedes all other prior Agreements, Understanding and Communications whether oral or written.

The parties shall ensure that subsidiaries and affiliates in which either party holds a majority interest ownership shall abide by the provisions of this Agreement.

19. Notices

Any notices, request, demand or other communication shall be deemed to be properly given when sent by registered mail to either party at its address herein set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the mail, properly addressed with postage prepaid.

20. Governing Law

This Agreement (contract) and further Agreements resulting thereof shall be governed by and construed in accordance with the law of Germany.

21. After Sales Service

RMG performs installation and after sale services and keeps a reasonable stock for that purpose.

Yamatake has supplied a service manual for the Model HGC 303 and Model SLD 100 and a list of recommended spare parts.

22. Spare parts

Yamatake shall make spare parts for products available for purchase by the RMG for a period of five (5) years after the discontinuation of the product.

23. Headings

This section and other headings contained in this Agreement are for the reference purpose only and shall not affect in any way the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first herein above written.

Yamatake Europe N. V.

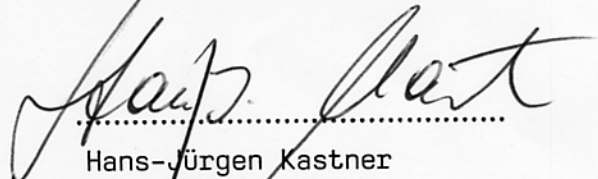


TORU ISHIKUMA
MANAGING DIRECTOR
YAMATAKE EUROPE N.V.

Date: *April 26, 2006*

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RMG Messtechnik GmbH



Hans-Jürgen Kastner



Albrecht Jakob

Date: April 28th, 2006

 **MESSTECHNIK GMBH**
Pintsch-Gerätetechnik
Otto-Hahn-Str. 5
35510 Butzbach

Attachment I: Prices
Attachment II: Software Package

Attachment I

Price per 2006

Model HGC 303: Euro (€) 8.500.-- (including Software)

Model SLD 100: Euro (€) 800.--

All deliveries shall be CIP Butzbach, as defined by INCOTERMS 2000.

Fixed transfer price per unit HGC 303 and SLD 100 for RMG, based upon a minimum order quantity of twenty-five (25) units HGC 303 and SLD 100 per year, 75 units per 3 years.

Price of replaced instruments ("repair"): HGC 303: Euro (€) 6.000.--

SLD 100: Euro (€) 600.--

This replacement unit shall be kept in RMG as RMG's property.

Attachment II

SLD 100 will be delivered with a Software Package to be implemented in RMG Flow Computer, in order to read all data incl. chromatogram from the HGC 303. The software is based on standard TCP/IP-protocol. This package has to be transferred to RMG for evaluation purposes latest 6 weeks after signing this contract.