

Lease Agreement

Landlord: NEWPORT FINANCIAL PARTNERS, LLC,
a California limited liability company.

Lease Number: TBD

Tenant Information

Business Name: Downstream Environmental, LLC	Business Phone: 713-520-8113	Business Tax ID: 76-0510378
Business Address: 2222 Bissonnet St. Suite 103 Houston, TX 77005 77005		Equipment Location Address (If different from billing address):

Lease Terms and Conditions

Monthly Rent (plus applicable taxes): \$4,410.51	Amount Due at Signing: \$10,811.02	<i>Time of funding of 50% upfront (mw) Balance due upon delivery.</i>
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Base Term in Months: 60 <i>pymts</i>	End of Term Option: <input checked="" type="checkbox"/> \$1 Buyout <input type="checkbox"/> 10% OPTION <input type="checkbox"/> FAIR MARKET VALUE (FMV)
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Equipment Supplier Information / Equipment Description: SEE EXHIBIT "A" attached hereto and made a part hereof. *mw deferred 90 DAYS (3 payments) \$500 each + 60 pymts at \$4,410.51*

4 UNITS: \$58,500.00 X (4) = 234,000.00 paid in two installments 50% upfront, 50% on delivery

GUARANTY

As additional inducement for Landlord to enter into the Lease, the undersigned (collectively, "Guarantor"), jointly and severally, unconditionally personally guarantees that Tenant will make all payments and meet all obligations required under this Lease and any supplements fully and promptly. This Guaranty is a guaranty of payment and not of the collectability or performance. This Guaranty shall be irrevocable. Guarantor agrees that Landlord may make other arrangements including compromise or settlement with Tenant and Guarantor waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Lease. Landlord does not have to notify Guarantor if Tenant is in default. If Tenant defaults, Guarantor will immediately pay in accordance with the default provision of the Lease all sums due under the terms of the Lease and will perform all the obligations of the Lease. If it is necessary for Landlord to proceed legally to enforce this guaranty, Guarantor expressly consent to the jurisdiction of the court set out in Paragraph 16 of this Lease and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for Landlord to proceed first against Tenant or the Equipment before enforcing this Guaranty. By signing this Guaranty, Guarantor authorizes Landlord to obtain Guarantor's personal credit bureau reports for credit and collection purposes. To the extent permitted by applicable law, Guarantor hereby waives and agrees not to assert or take advantage of any right or defense that is or may become available to Guarantor under applicable law.

<i>Mary Wimbish</i> Signature	Mary Wimbish Member	<i>Oct. 17, 2012</i> Date
<i>[Signature]</i> Signature	Dan Noyes Member	<i>Oct. 17, 2012</i> Date

TERMS AND CONDITIONS: BY SIGNING THIS LEASE: (i) TENANT ACKNOWLEDGE THAT TENANT HAS READ AND UNDERSTANDS THE PROVISIONS AND CONDITIONS OF THIS LEASE, (ii) TENANT AGREES THAT TENANT HAS NO RIGHT TO TERMINATE OR CANCEL THIS LEASE, TENANT HAS AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE AND PAYABLE UNDER THIS LEASE, AND TENANT CANNOT WITHHOLD, SET OFF OR REDUCE ANY PAYMENTS DUE AND PAYABLE UNDER THIS LEASE FOR ANY REASON, (iii) TENANT AGREES THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND TENANT CONSENTS TO JURISDICTION IN THE IN THE HOME COUNTY AND STATE OF LANDLORD OR ITS ASSIGNEE, (iv) TENANT SHALL USE THE EQUIPMENT FOR TENANT'S COMMERCIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, OR OTHER UNAUTHORIZED PURPOSES.

mw
Tenant Initials

THIS LEASE IS SUBJECT TO APPROVAL AND ACCEPTANCE BY LANDLORD AND SHALL NOT BECOME BINDING UNTIL SIGNED BY LANDLORD.

1. LEASE: Tenant hereby lease from Landlord and (or) its assigns ("Landlord"), and Landlord hereby leases to Tenant, the equipment described on Exhibit "A" attached hereto and made a part hereof (the "Equipment"), upon and subject to the provisions and conditions of this Lease.

2. RENTAL AMOUNT: Subject to the provisions and conditions hereof, the rental amount for the Equipment shall be payable in monthly installments in the amount of \$ 4,410.51 (the "Rental Amount"), due and payable, in advance, on the first day of each month during the "Term" (as herein defined). Tenant acknowledges and agrees that the Rental Amount is based on the estimated cost of all Equipment, plus shipping charges. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that the Rental Amount may be increased (but not decreased) if the actual cost of the Equipment and shipping charges exceeds amount set forth in this Paragraph 2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LANDLORD RESERVES THE RIGHT TO ADJUST THE RENTAL AMOUNT IN ORDER TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED. Landlord shall have the right, but not the obligation, to advance taxes and increase the Rental Amount by an amount necessary to reimburse Landlord for such advanced taxes. In the event the Equipment is delivered to Tenant prior to the "Commencement Date" (as herein defined), Tenant shall pay to Landlord an amount equal to one-thirtieth (1/30th) of the Rental Amount for each calendar day from the date the Equipment was delivered to Tenant to the Commencement Date.

3. TERM: The term of this Lease shall begin on a date designated by Landlord after receipt of this Lease and all required documentation by Landlord and the approval of the same by Landlord and/or its assigns ("Commencement Date") and shall continue for the number of months designated herein (the "Expiration Date"). The period beginning on the Commencement Date and ending on the Expiration Date shall be referred to herein as the "Term." Except as provided herein, this Lease cannot be cancelled by Tenant for any reason, including Equipment failure, loss, or damage. Tenant may not revoke acceptance of the Equipment. Upon the expiration of the Term of this Lease, Tenant shall have the right, but not the obligation, to purchase the Equipment from Landlord for an amount equal to \$ _____. IN THE EVENT TENANT EXERCISES ITS RIGHT TO PURCHASE THE EQUIPMENT PURSUANT TO THE PROVISIONS AND CONDITIONS OF THIS PARAGRAPH 3, THEN TENANT SHALL ACQUIRE THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, AND LANDLORD SHALL DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. In the event Tenant does not exercise its right to purchase the Equipment pursuant to the provisions and conditions of this Paragraph 3 upon the expiration of the Term, then shall surrender the Equipment to Landlord. Tenant shall properly package and return the Equipment to Landlord at any location Landlord shall designate, insured, freight prepaid by Tenant. The Equipment shall be in good and working order and in "Average Saleable Condition." For purposes of this Lease, "Average Saleable Condition" means that the Equipment is immediately available for sale by Landlord to a third party buyer, user, or tenant without the need for repair or refurbishment. Notwithstanding anything to the contrary contained herein, Tenant shall pay all costs to repair Equipment not returned in "Average Saleable Condition".


Tenant Initials

4. INITIAL PAYMENT AND FEES: On or prior to the Commencement Date, Tenant shall pay to Landlord (i) a one-time payment in the amount of \$ 4,410.51 (the "Initial Payment"); (ii) a one-time origination fee in the amount of \$ 1,990 (the "Origination Fee"); and (iii) a one-time documentation fee in the amount of \$ 1,990 (the "Documentation Fee"). UPON PAYMENT, THE INITIAL PAYMENT SHALL BE DEEMED EARNED BY LANDLORD AND NONREFUNDABLE, EXCEPT AS EXPRESSLY PROVIDED HEREIN. UPON PAYMENT, THE ORIGINATION FEE AND THE DOCUMENTATION FEE SHALL BE DEEMED EARNED BY LANDLORD AND NONREFUNDABLE WITHOUT EXCEPTION. Landlord shall have no obligation to segregate the Initial Payment, the Origination Fee, or the Documentation Fee from Landlord's general accounts. Tenant acknowledges and agrees that Landlord shall have the right, but not the obligation, to assign and release all or any portion of the Initial Payment to any third party lender. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims resulting from Landlord's assignment and/or release of all or any portion of the Initial Payment to a third party lender.

4A. PROCESSING EXPENSES: Landlord shall have the right to deduct from the Initial Payment any and all expenses incurred by Landlord during the processing of this Lease, including, without limitation, any and all fees, legal, documentation, appraisal, closing, attorney's fees, filing, search charges, field examination and other due diligence expenses (collectively, the "Processing Expenses"). Landlord and Tenant acknowledge and agree that the Processing Expenses are separate and in addition to the Origination Fee and the Documentation Fee described in Paragraph 4 of this Lease. Landlord shall apply the remaining balance of the Initial Payment (after deducting all Processing Expenses), if any, to the outstanding Rental Amounts. Tenant acknowledges and agrees that such remaining balance of the Initial Payment shall not be refunded to Tenant, except as herein provided.

5. "AS IS" LEASE: Tenant acknowledges that Tenant has selected and acquired the Equipment solely for Tenant's purposes and that Landlord did not select the Equipment and has no responsibility for Equipment failure. TENANT ACKNOWLEDGES THAT AS A MATERIAL INDUCEMENT FOR LANDLORD TO EXECUTE AND ACCEPT THIS LEASE, AND IN CONSIDERATION OF THE PERFORMANCE BY LANDLORD OF ITS DUTIES AND OBLIGATIONS UNDER THIS LEASE, TENANT IS ACQUIRING THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, AND LANDLORD DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Landlord hereby assigns to Tenant any and all manufacturer warranties for the Equipment, if any. Other than this Agreement, Landlord is not a party to, are not bound by, and shall not honor the provisions and conditions of any purchase order or other agreement regarding the Equipment or any financing thereof.

6. USE. Tenant acknowledges and agrees that the Equipment shall be used solely by Tenant for Tenant's business purposes and not for personal or household purposes. Tenant shall not remove the Equipment from Tenant's place of business at the above address. TENANT SHALL IMMEDIATELY NOTIFY LANDLORD IN WRITING OF ANY MATERIAL CHANGE IN THE FACTS REGARDING THIS TRANSACTION.

7. LOSS DAMAGE; INSURANCE: As a condition precedent to Landlord's obligations under this Lease, Tenant shall keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost, with coverage consistent with the provisions and conditions of the Insurance Declaration Form attached hereto and

incorporated herein by this reference. Each of the policies described in this Paragraph 7 shall list as Additional Insured's, and shall provide a blanket waiver of subrogation in favor of, Landlord and/or its assigns, their respective agents, and such other persons and entities as Landlord and/or its assigns may designate from time to time. On the Commencement Date and at any time during the Term of this Agreement upon the request of Landlord, Tenant shall deliver to Landlord certificates of insurance evidencing that Tenant has obtained the policies described in this Paragraph 7. IF TENANT FAILS TO DELIVER INSURANCE CERTIFICATES TO LANDLORD, THEN LANDLORD MAY (BUT IS NOT OBLIGATED TO) OBTAIN OTHER INSURANCE AND CHARGE TENANT FOR THE COST THEREOF, PLUS A SURCHARGE FOR INCREASED CREDIT RISK TO LANDLORD AND LANDLORD'S INCREASED INTERNAL OVERHEAD COSTS. Tenant's insurance policies may not be cancelled without thirty (30) day prior written notice to Landlord.

8. TITLE: Landlord shall hold title to the Equipment at all times during this Lease. If Landlord supplies Tenant with labels, plates, decals or other markings stating that Landlord holds title to the Equipment, Tenant shall affix and keep the same prominently displayed on the Equipment or shall otherwise mark the Equipment or its then location or locations, as appropriate, at Landlord's request to indicate Landlord's ownership of the Equipment. The Equipment is, and at all times shall remain, personal property notwithstanding that the Equipment or any portion thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon real property or any improvement thereof or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. If requested by Landlord, Tenant shall obtain and deliver to Landlord waivers of interest or liens in recordable form satisfactory to Landlord from all persons claiming any interest in the real property on which the Equipment is or is to be installed or located.

9. TAXES AND OTHER FEES: Tenant shall pay when due all taxes, fines and penalties relating to the Equipment or this Lease. Landlord shall have the right, but not the obligation, to estimate the yearly personal property taxes that will be due for the Equipment and require that Tenant pay such amount in monthly installments concurrently with the payment of each Rental Amount. Landlord shall have the right to charge Tenant a fee if Landlord bills Tenant annually to reimburse Landlord for Landlord's costs of preparing, reviewing and filing any such returns. In either event, if Landlord pay any taxes, fines or penalties for Tenant, Tenant shall reimburse Landlord on demand, and Tenant's payment shall be based on the full amount of such taxes, without regard to any discounts Landlord may obtain due to early payment or otherwise. Tenant also agrees to appoint Landlord as Tenant's attorney-in-fact to sign Tenant's name to any document for the purpose of such filing, so long as the filing does not interfere with Tenant's right to use the Equipment.

10. INDEMNIFICATION: Tenant shall indemnify, defend (with legal counsel selected by Landlord) and hold Landlord and Landlord's successors, assigns, officers, directors, shareholders, members, participants, partners, affiliates, beneficiaries, trustees, subsidiaries, employees, representatives and agents, harmless from and against any and all claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, attorneys' fees, expert's fees and costs) of any kind or nature whatsoever, based on or arising out of, whether directly or indirectly, the possession or use of the Equipment by Tenant or Tenant's employees, agents, representatives, consultants, contractors and subcontractors. This Paragraph 10 shall survive the expiration or earlier termination of this Lease.

11. TENANT DEFAULT: In the event Tenant breaches any of its obligations under this Lease, then Landlord shall be entitled to: (i) terminate this Lease and retain the entire Initial Payment (to the extent paid or then due and owing); (ii) declare the entire balance of the remaining Rental Amounts for the Term of this Lease immediately due and payable, together with all costs of collection, including attorneys' fees, and all expenses incurred in connection with protection of, or realization on, the Equipment; (iii) require Tenant to return the Equipment in accordance with the provisions and conditions of Paragraph 1 of this Lease; and (iv) seek any other rights or remedies available to Landlord under applicable law. If an action is brought to enforce or interpret the provisions and conditions of this Lease, then Landlord shall be entitled to recover from Tenant its actual attorneys' fees and collection costs. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT WAIVES ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, INCLUDING, WITHOUT LIMITATION, ANY LOSSES OF USE, INCOME, PROFIT, FINANCING, BUSINESS, OR REPUTATION. The rights and remedies set forth in this Paragraph 11 shall be cumulative and not alternative.

12. LANDLORD DEFAULT: In the event Landlord breaches any of the provisions or conditions contained herein and fails to cure such breach within thirty (30) days of receipt of written notice from Tenant, then Tenant shall be entitled as its sole and exclusive remedy to terminate this Lease and the Initial Payment (but not the Origination Fee or the Documentation Fee) shall be returned to Tenant, less the Processing Expenses, as liquidated damages hereunder. The parties agree that it would be extremely impractical and difficult to ascertain the actual damages suffered by Tenant as a result of Landlord's default, and that under the circumstances existing as of the date of this Lease, the liquidated damages provided for in this Paragraph 12 represents a reasonable estimate of the damages which Tenant will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty. The provisions and conditions of this Paragraph 12 shall survive the expiration or earlier termination of this Lease. Tenant hereby waives all right to an action for specific performance of this Lease.

13. LATE CHARGE; INTEREST: If any installment, payment or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) calendar days after it is due, Tenant shall then pay to Landlord a late payment charge equal to ten percent (10%) of such overdue amount. Tenant and Landlord agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment. This provision shall not, however, be construed as extending the time for payment of any amount hereunder, and acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies with respect to such default.. If any payment or other sum due from Tenant shall not be received Landlord or Landlord's designee within five (5) calendar days after it is due, the outstanding amount shall bear simple interest from the due date until the date of payment in full at the lesser of: (i) a rate of ten percent (10%) per annum, and (ii) the maximum interest rate permitted by applicable law.

14. INFORMATION; DOCUMENTATION: At any time during the Term of this Lease, within fifteen (15) calendar days of written request by Landlord, Tenant shall provide Landlord with such information and documentation as Landlord may deem relevant, in its sole and absolute discretion, including, without limitation, the


Tenant Initials

Landlord Initials

following information for Tenant and/or Guarantor: (i) entity formation documents, including article of incorporation, article of organization, certificate of formation, statement of information, operating agreement, partnership agreement, and corporate bylaw; (ii) state and federal tax returns; (iii) quarterly and annual financial statements containing, without limitation, a statement of profit and loss, a balance sheet, a statement of cash flows; and (iv) credit information. All information and documentation provided by Tenant pursuant to this Paragraph 14 shall be in a format acceptable to Landlord, in its sole and absolute discretion. By executing this Lease, Tenant hereby authorizes companies with whom business is conducted, consumer reporting agencies or other persons, organizations, banks or institutions, to release credit and financial information to Landlord and/or its assigns, or their authorized representative, which Landlord deems necessary to determine financing eligibility. Tenant shall deliver to Landlord true, complete and correct copies of any and all information and documentation delivered pursuant to the provisions and conditions of this Paragraph 14. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TENANT'S FAILURE TO DELIVER TO LANDLORD ALL INFORMATION AND DOCUMENTATION REQUESTED BY LANDLORD PURSUANT TO THIS PARAGRAPH 14 SHALL CONSTITUTE A BREACH OF THIS LEASE AND LANDLORD SHALL HAVE THE RIGHT TO EXERCISE ALL OF ITS RIGHTS AND REMEDIES HEREUNDER UPON THE OCCURRENCE OF SUCH A BREACH.

15. ASSIGNMENT: Tenant shall not assign (transfer) this Lease or sublease the Equipment to anyone else without the prior written consent of Landlord, which consent may be withheld, delayed, or conditioned in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that the following shall constitute an assignment for purposes of this Paragraph 15: (i) unless Tenant is a corporation and its stock is publicly traded on a national stock exchange, the transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Tenant; and (ii) the involvement of Tenant or its assets in any transaction, or series of transaction (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in a reduction of the net worth of Tenant (as determined pursuant to generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as of the execution of this Lease or at the time of the most recent assignment to which Landlord has consented. Tenant shall not Landlord shall have the right to sell or assign Landlord's interest in this Lease without notice or consent. In that event, the assignee of Landlord shall have such rights and obligations as Landlord assigns to them, and the rights of such assignee shall not be subject to any claims, defenses, or set-offs that Tenant may have against Landlord. Payments to such assignee shall continue (without set-off) regardless of any complaint or claim and Landlord.

16. GOVERNING LAW: THIS LEASE IS GOVERNED BY THE HOME STATE OF LANDLORD OR ITS ASSIGNEE. THE PARTIES AGREE THAT ANY LEGAL ACTIONS RELATING TO THIS LEASE MUST BE INSTITUTED IN THE STATE OR FEDERAL COURTS OF THE HOME COUNTY AND STATE OF LANDLORD OR ITS ASSIGNEE, WHICH SHALL HAVE EXCLUSIVE JURISDICTION. LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THE HOME COUNTY AND STATE OF THE ORIGINAL LANDLORD (NEWPORT FINANCIAL PARTNERS, LLC) IS ORANGE COUNTY, CALIFORNIA. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT WAIVES TRIAL BY JURY IN


ANY ACTION REGARDING THIS LEASE AND ANY DEFENSE OF INCONVENIENT FORUM.

17. RATE INDEX: The Rental Amount is locked through 10/20/2012 and shall be adjusted upward by 0.0006996 % for every five (5) basis point increase in equally maturing U.S. Treasury Notes, until all items of Leased Property have been installed and accepted by Lessee. The base Treasury Note Yield to be used for comparison purposes shall be 0.50%.

18. REPRESENTATIONS AND WARRANTIES: Tenant hereby represents and warrants as of the date of this Lease the following to Landlord: (i) Tenant have the legal right, power and authority to enter into this Lease and to consummate the transactions contemplated hereby; (ii) Tenant's execution, delivery and performance of this Lease have been duly authorized and no other action by Tenant or any other person or entity is required for the valid and binding execution, delivery and performance of this Lease; (iii) no bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary or involuntary, in pending or threatened against Tenant and Tenant have no intention of filing or commencing any such action or proceeding; and (iv) Tenant have delivered to Landlord complete copies of all material business information and documentation relevant to the execution of this Lease. Notwithstanding anything to the contrary contained herein, in addition to the remedies set forth in Paragraph 11 of the Lease, upon Landlord's discovery of a breach of any of the representations and warranties set forth and above, Landlord shall be entitled to immediately terminate this Lease and retain all amounts paid under this Lease, including, without limitation, the Initial Payment, the Origination Fee and the Documentation Fee (to the extent paid or then due and owing). TENANT SHALL IMMEDIATELY NOTIFY LANDLORD IN WRITING OF ANY CHANGE IN CIRCUMSTANCES OR MATERIAL CHANGE IN THE FACTS REGARDING THIS TRANSACTION OR THE FINANCIAL CONDITION OF TENANT.

19. CONFIDENTIALITY: Tenant acknowledge and agree that any and all documents, information, knowledge and (or) data (whether written, electronic, oral or any other form) provided to Tenant by Landlord, including, without limitation, the provisions and conditions of this Lease (referred to herein as the "Confidential Information"), shall be held in strict confidence by Tenant, and Tenant shall not disclose the Confidential Information to any individual or entity whatsoever other than Landlord. Tenant shall undertake and agree to Landlord all necessary means to safeguard the confidentiality of the Confidential Information. Tenant also agrees not to disclose or disseminate any defamatory or slanderous information regarding Landlord or any of Landlord's affiliates or assignees. Tenant shall not utilize any of the Confidential Information to circumvent or compete with Landlord. This Paragraph 19 shall survive the expiration or earlier termination of this Lease.

20. NOTICE: Any notice required or permitted hereunder shall be deemed to have been received: (i) when delivered by hand and the party giving such notice has received a signed receipt thereof; or (ii) one (1) business day following the date deposited with Federal Express or other recognized overnight courier; or (iii) when sent by telecopy machine with confirmed receipt; or (iv) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):


Tenant Initials

If to Landlord:

Newport Financial Partners, LLC
4500 Campus Drive, Suite 119
Newport Beach, CA 92660
Facsimile: (949) 612-0258

If to Tenant:

Downstream Environmental, LLC
2222 Bissonnet St Suite 103
Houston, TX 77005
Facsimile: (713) 520-0138

21. MISCELLANEOUS: Tenant authorizes Landlord to share credit and other information about Tenant with Landlord's affiliates and any prospective assignee. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. For Tenant's convenience and in Landlord's sole discretion, Landlord may accept a facsimile signature. A facsimile copy shall be treated as an original and shall be admissible as evidence of this Lease. If Tenant specifically requests in writing, and provided Tenant have fulfilled all of its obligations to Landlord, Landlord shall refund the Initial Payment to Tenant without interest within ninety to one hundred eighty (90-180) days after the end of the original or renewed Term (or as otherwise required by applicable law). This Lease contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged herein; provided, however, Tenant hereby authorizes Landlord to insert or correct missing information on this Lease, including, without limitation, Tenant's proper legal name, serial numbers and any other numbers describing the Equipment. This Lease shall not be amended, altered or changed, except by written agreement signed by the parties hereto. There shall be no modification by course of conduct. The provisions and conditions of this Lease shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. In the event, anyone or more of the provisions contained in this Lease are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. Any waiver or failure to insist upon strict compliance with any obligation, agreement, covenant or condition shall not operate as a waiver of, or estoppel with respect to, any other failure to strictly comply with the provisions and condition of this Lease. Time is expressly made of the essence with respect to the performance hereof. The parties each acknowledge that: (i) they have been represented by independent counsel or have had the opportunity to be represented by independent counsel in connection with this Lease; and (ii) this Lease is a result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Lease was prepared by Landlord as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Lease shall not be construed against Landlord because Landlord prepared this Lease in

its final form. Tenant hereby authorizes Landlord to deposit facsimile and(or) digital copies of checks and(or) credit card payments.

22. EXCLUSIVITY: Tenant acknowledges and agrees that Lessor will expend significant effort and expense in considering and responding to Tenant's Lease. Accordingly, Tenant agrees that for the period commencing on the date hereof and continuing until Tenant enters into this Lease; Tenant will not, directly or indirectly, solicit other inquiries or offers relating to, or entertain, negotiate or consummate any, financing transaction in substitution or in lieu of this Lease or otherwise relating to the Leased Property or similar property contemplated by this Lease.


23. ACKNOWLEDGEMENT: TENANT ACKNOWLEDGES AND AGREES THAT THIS LEASE IS EXPRESSLY CONTINGENT UPON FINAL DOCUMENTATION AND CREDIT APPROVAL BY LANDLORD AND/OR ANY THIRD PARTY LENDER WITH WHICH LANDLORD DESIRES TO FINANCE THE TRANSACTION SET FORTH IN THIS LEASE ("LENDER"), WHICH APPROVAL IS IN LANDLORD AND LENDER'S SOLE AND ABSOLUTE DISCRETION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT THAT THIS LEASE DOES NOT RECEIVE FINAL DOCUMENTATION AND CREDIT APPROVAL PURSUANT TO THE PROVISIONS AND CONDITIONS OF THIS PARAGRAPH 22, THEN THIS LEASE SHALL BE TERMINATED. UPON TERMINATION OF THIS LEASE PURSUANT TO THE PROVISIONS AND CONDITIONS OF THIS PARAGRAPH 22, (i) TENANT SHALL RECEIVE A REFUND OF THE INITIAL PAYMENT (BUT NOT THE ORIGINATION FEE OR THE DOCUMENTATION FEE), LESS THE PROCESSING EXPENSES, WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE TERMINATION OF THIS LEASE, IF (AND ONLY IF) TENANT HAS STRICTLY COMPLIED WITH ALL OF THE PROVISIONS AND CONDITIONS OF THIS LEASE, INCLUDING, WITHOUT LIMITATION, TENANT'S OBLIGATION TO DELIVER TO LANDLORD ALL INFORMATION AND DOCUMENTATION REQUESTED BY LANDLORD PURSUANT TO PARAGRAPH 14 HEREOF, AND (ii) LANDLORD SHALL HAVE THE RIGHT, IN ADDITION TO ALL RIGHTS AND REMEDIES SET FORTH IN THIS LEASE, TO RETAIN THE ENTIRE INITIAL PAYMENT AND ANY AND ALL OTHER AMOUNTS PAID BY TENANT HEREUNDER IF TENANT HAS FAILED TO STRICTLY COMPLY WITH ALL OF THE PROVISIONS AND CONDITIONS OF THIS LEASE.

IN WITNESS WHEREOF, this Lease is executed by Landlord and Tenant and is effective as of the last date written below, subject to the contingencies set forth herein.

Landlord: Newport Financial Partners, LLC,
a California limited liability company

Tenant: Downstream Environmental, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____
Date: _____

By: 
Name: Mary Wimbish
Its: Member
Date: _____


Tenant Initials

EXHIBIT 'A'
EQUIPMENT DESCRIPTION

The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the Equipment subject to Lease agreement #_____. By signing below, I, the Tenant, acknowledge that I chose to Lease the Equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in Lease agreement #_____, which is the governing document to this Lease regardless of the price and terms (if any) indicated on the invoice(s).

VENDOR	INVOICE#	QUANTITY	EQUIPMENT DESCRIPTION
B&N Oilfield Equipment Co, Inc	TBD	4	- 14'x27'6" Bioreactor Tank
	<i>ACKNOWLEDGED</i>		
	<i>(mw)</i>		

Tenant: Downstream Environmental, LLC
a Texas limited liability company

By: *Mary Wibish*
Name: Mary Wibish
Its: Member

ACKNOWLEDGED AND AGREED

Landlord: Newport Financial Partners, LLC
a California limited liability company

By: _____
Name: _____
Its: _____

mW
Tenant Initials

CORPORATE RESOLUTION

I, Mary Wimbish, do hereby certify that I am the duly elected and qualified ~~Secretary~~ ^{CEO mw} of Downstream Environmental, a TX LLC (State of Incorporation) corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of said corporation at a meeting of said Board of Directors convened and held in accordance with the Bylaws of said corporation and that said resolutions are now in full force and effect:

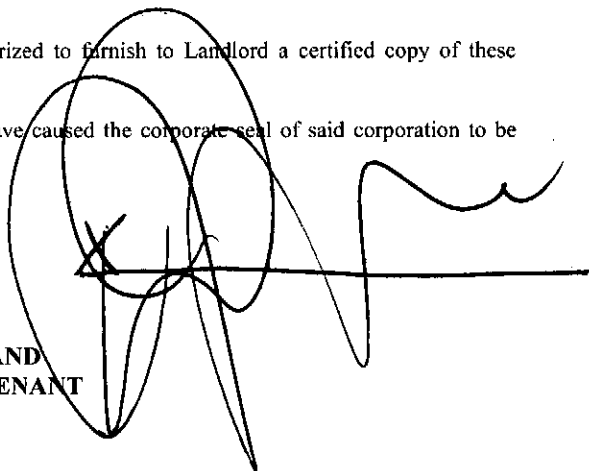
RESOLVED: That MARY WIMBISH as CEO of this corporation be, and he/she hereby is, authorized and directed to negotiate, execute and deliver on behalf of the corporation, a Lease Agreement (the "Lease") with Newport Financial Partners, LLC ("Landlord") whereby this corporation will lease the "Equipment" described in the Lease, on terms and conditions which shall be determined by said officers to be advisable and in the best interests of this corporation, and the execution of the Lease by said officers shall be conclusive evidence of their approval thereof.

Said above-mentioned parties are further authorized and empowered to deliver and pledge as collateral security for the payment any and performance of the Lease, such assets of the corporation as may be required and agreed upon between the above-referred to officers and Landlord, as Landlord may require.

BE FURTHER RESOLVED: That the ~~Secretary~~ ^{CEO mw} is and he/she hereby is authorized to furnish to Landlord a certified copy of these resolutions.

IN WITNESS WHEREOF I have signed my name as ~~Secretary~~ ^{CEO} of said corporation and have caused the corporate seal of said corporation to be hereunto affixed this _____.

Mary Wimbish
~~Secretary~~ ^{CEO}



ACKNOWLEDGEMENT AND
ACCEPTANCE OF EQUIPMENT BY TENANT
Lease#

Downstream Environmental, a Texas LLC ("Tenant") hereby acknowledges that the Equipment described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Equipment") has been received in good condition and repair, has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Tenant's intended uses and purposes. Tenant hereby accepts unconditionally and irrevocably the Equipment.

By signature below, Tenant specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Tenant agrees that said Equipment has not been delivered, installed, or accepted on a trial basis.

With the delivery of this document to Newport Financial Partners, LLC ("Landlord"), Tenant acknowledges and agrees that Tenant's obligations to Landlord become absolute and irrevocable.

Date of Acceptance:

OCT. 17, 2012

Tenant: Downstream Environmental
a Texas limited liability company

By: Mary Wimbish
Name: Mary Wimbish
Its: Member

ACKNOWLEDGED AND AGREED

Landlord: Newport Financial Partners, LLC
a California limited liability company

By: _____
Name: _____

Tenant Initials

Landlord Initials