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Stantec

3959 Research Park Drive
Ann Arbor, Michigan 48108-2219
734-761-1010
734-761-1200 (Fax)

REGISTERED PROFESSIONAL ENGINEER'S CERTIFICATION TO OWNER

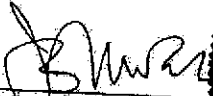
Environmental Geo - Technologies
Part 111 Hazardous Waste Management Facility Construction
Permit Dated February 22, 2001
MIR 000 016 055
Citrin Drive Facility
28470 Citrin Drive
Romulus, Michigan 48174

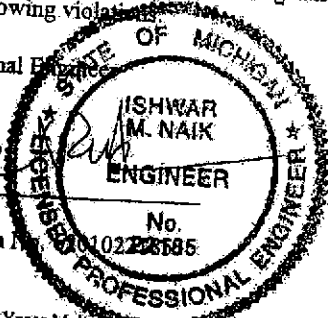
In accordance with the authorization by Environmental Geo-Technologies ("Owner") to Stantec Consulting Michigan Inc. (Stantec), Stantec hereby certifies to Owner the following:

1. We have reviewed the available drawings and revisions thereto submitted by Environmental Disposal Systems (EDS) as a part of the existing license in. The review was made of the following drawings specifically:
 - Integrated Environmental, Inc. Drawing Number M6.04B - Ventsorb Air Purification System Proposed Modifications revision dated November 12, 2003.
 - Integrated Environmental, Inc. Drawing Number M2.01A - Proposed Piping to Unload Railroad Cars revision dated February 16, 2004; and
 - Ayres, Lewis, Norris & May, Inc. Sheet M2.01 - Process Plan Main Level dated February 15, 2005.
2. During the site visits between January 10, 2007 and January 18, 2007, Stantec observed the existing facility.
3. Based on the above two activities, we hereby certify that no significant changes have occurred in the facility since the last certification by Thomas Handyside.
4. The facility in general complies with the drawings and authorized change orders with respect to the functions, containments, size and materials of construction, as required by Permit No. MIR 000 016 055. The facility has been constructed in compliance with the approved plans and is capable of disposing liquid hazardous waste.

I certify under penalty of law that this document was prepared under my direction and/or supervision, to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Registered Professional Engineer


Ishwar M. Naik, PE
Michigan Registration No. 10228185



Date of Certification

February 26, 2007

23

EXHIBIT 23

DRAFT REQUEST FOR TRANSFER OF PART 111 LICENSE

OMITTED HERE DUE TO LENGTH

**THIS EXHIBIT WAS PREVIOUSLY PROVIDED TO THE EPA WITH PETITIONERS'
PUBLIC COMMENTS**

COPIES ARE AVAILABLE UPON REQUEST

24

Fax

RDD Operations, LLC
28470 Citrin Drive
Romulus MI 48174
(734) 946-1000 - Phone
(734) 946 1002 - Fax

To: Leslie Patterson Date: 3/9/07
Company: Region 5 / EPA Pages: 3
Fax: (312) 886-4235 Office: (312) 886-4904
From: PAUL WONSACK
Re: WELL TESTING

Urgent For Review Please Comment Please Reply Please Recycle

I will email the data we received from Baker Atlas.



Baker Atlas

Baker Atlas
930 S. West Street
Olney, Illinois 62450
Tel (618) 393-2919
Fax (618) 395-7872

Date: 03/09/07

Company: RDD OPERATIONS LLC

Well: EDS #2-12

Donald L. Bielecki
Account Manager
Sales Department

Bottom Hole Pressure Survey

Record #	Time	Pressure	Temp.	Notes
1-39				
40-283	09:45	1822.30	83.96	Coiling in hole.
292	09:54:59.8	1623.43	81.65	@ 3940' 4 hr Test
304	10:07:00.0	1397.94	76.57	@ 3500'
314	10:16:59.9	1178.85	69.61	@ 3000'
324	10:27:00.3	960.32	62.02	@ 2500'
333	10:35:00.2	742.27	59.12	@ 2000'
342	10:45:00.2	524.54	56.33	@ 1500'
351	10:54:00.1	307.09	53.68	@ 1000'
360	11:03:00.4	98.16	44.78	@ 13' RB

(CORRECTIVE STOPS)

PANEX CALIBRATION CERTIFICATE

Model 2525A SRC

Cal. Run # 273

Serial # 3181255A

I.D.# : W.R.# : S.# # 520005

Sensor # 93-155A

Full Scale 8000 psia 55173 kpa

Temperature range 25 Deg C to 125 Deg C

Temperature range 77 Deg F to 257 Deg F

Date Calibrated 06-09-2004 - Location: Sugar Land

Date Calibration Verified 02-23-2007 Location: Sugar Land (340)

SENSOR COEFFICIENTS

c9 =29

c0 =-3.0000000E+00

c10=4.25078760E-02 c20=2.65048230E+00 c30=5.62895530E-03 c40=-4.0369090E-01
c11=-2.9795991E-03 c21=-1.2773939E-01 c31=-1.7046689E-02 c41=-2.8098993E-01
c12=-2.6960400E-03 c22=-1.2346432E-02 c32=1.12435940E+00 c42=-7.0740141E+00
c13=2.39391520E-03 c23=-7.6084993E-03 c33=-4.2589991E+00 c43=3.21894370E+01
c14=-9.3892805E-03 c24=1.07152750E-01 c34=5.65094590E+00 c44=-4.7598890E+01
c15=8.30218420E-03 c25=-1.2161602E-01 c35=-2.4933759E+00 c45=2.33750780E+01
c50=2.78014430E-02 c60=6.08204530E+01 c91=2.00000000E+00 c86=0
c51=9.04892780E-02 c61=2.85265320E+02 c92=1.00000000E+04 c87=0
c52=1.15257740E+01 c62=8.53252150E-02 c93=0
c53=-6.0759444E+01 c63=6.17771660E-02 c95=5.00000000E+00
c54=9.60251990E+01 c64=-2.5292509E-02
c55=-4.9810631E+01 c65=7.82219710E-02

The above listed equipment was manufactured, assembled, and tested in compliance with Panex engineering specifications and applicable industry standards. All calibrations are performed in a controlled environment, using instrumentation and methods which assures that the specifications claimed are reliable.

[Signature]
Certifying Technician

27 Feb 07
Date

[Signature]
Certifying QA Inspector

25

-----Original Message-----

From: Rzeznik.Dana@epamail.epa.gov [mailto:Rzeznik.Dana@epamail.epa.gov]
Sent: Tuesday, March 13, 2007 4:59 PM
To: King, Ronald A.
Cc: Allenbach.Becky@epamail.epa.gov; Perenchio.Lisa@epamail.epa.gov;
Krueger.Thomas@epamail.epa.gov; Traub.Jo-Lynn@epamail.epa.gov
Subject: Transfer of UIC permits from EDS to EGT
Importance: High

Mr. King - since we do not have Mr. Marshall's e-mail address, please forward this letter to him as soon as possible. Thank you.

Dear Mr. King and Mr. Marshall,

Thank you for submittal of March 1, 2007, requesting a transfer of ownership from EDS to EGT. We have reviewed the documents that you provided and have found the following deficiencies which need to be corrected immediately:

1. EDS has not signed the transfer of ownership agreement. In addition, because EDS may have already transferred ownership interests to RDD it may also be appropriate to include RDD in the documentation as well. Also, the parties should clarify the specific dates where transfer of permit responsibility, coverage and liability will take place between the parties.

2. The RDD Letter of Credit is not adequate for the following reasons:
(a) it does not follow the exact wording required by 40 CFR 144.70(d);
(b) it is not clear to us that RDD is an entity qualified to issue a Letter of Credit under 40 CFR 144.63(d); and (c) it would be more appropriate if the Letter of Credit was identified as being for the account of both RDD and EDS.

3. EGT Letter of Credit is not adequate because it does not follow the exact language required by 40 CFR 144.70 (d).

4. Standby trust agreements must be established and submitted to accompany both Letters of Credit as required by 40 CFR 144.63 (d)(3).

5. In addition, the permittee cannot receive authorization to inject unless the facility is in compliance with all permit requirements or on an enforceable compliance schedule. To date, RDD has not demonstrated calibration of the injection pressure gauges, posted calibration marks on the annulus tank level sight glasses, provided assurance that the alarm system will be heard by the deep well operator, or updated the corrosion monitoring plan. UIC enforcement staff are reviewing the results of the ambient reservoir pressure test.

We will be following up this e-mail with a call to both of you to confirm receipt and to answer any questions that you may have. We request that you devote your immediate attention to these matters.

Sincerely,

Dana Rzeznik
Environmental Engineer
Underground Injection Control Branch
Region 5, U.S. EPA, WU-16J
77 W. Jackson Blvd.
Chicago, IL 60604
tel: 312-353-6492
fax: 312-886-4235



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

RECEIVED

MAR 19 2007

CLARK HILL PLC

REPLY TO THE ATTENTION OF:

MAR 16 2007

WU-16J

CERTIFIED MAIL 7001 0320 0005 8933 7190
RETURN RECEIPT REQUESTED

Ronald A. King
Clark Hill PLC
212 East Grand River Avenue
Lansing, Michigan 48906

Dear Mr. King:

Thank you for submittal of March 1, 2007, requesting a transfer of ownership from EDS to EGT. We have reviewed the documents that you provided and have the found the following deficiencies which need to be corrected immediately:

1. EDS has not signed the transfer of ownership agreement. In addition, because EDS may have already transferred ownership interests to RDD it may also be appropriate to include RDD in the documentation as well. Also, the parties should clarify the specific dates where transfer of permit responsibility, coverage and liability will take place between the parties.
2. The RDD Letter of Credit is not adequate for the following reasons: (a) it does not follow the exact wording required by 40 CFR 144.70(d); (b) it is not clear to us that RDD is an entity qualified to issue a Letter of Credit under 40 CFR 144.63(d); and (c) it would be more appropriate if the Letter of Credit was identified as being for the account of both RDD and EDS.
3. EGT Letter of Credit is not adequate because it does not follow the exact language required by 40 CFR 144.70 (d).
4. Standby trust agreements must be established and submitted to accompany both Letters of Credit as required by 40 CFR 144.63 (d)(3).
5. In addition, the permittee cannot receive authorization to inject unless the facility is in compliance with all permit requirements or on an enforceable compliance schedule. To date, RDD has not demonstrated calibration of the injection pressure gauges, posted calibration marks on the annulus tank level sight glasses, provided assurance that the alarm system will be heard by the deep well operator, or updated the corrosion monitoring plan. UIC enforcement staff are reviewing the results of the ambient reservoir pressure test.

Please compile and submit the required information within 30 days from your receipt of this request via the e-mail (March 13, 2007), or the request to transfer the permits will be denied. If you have any questions, please contact me at (312) 353-6492.

Sincerely,



Dana Rzeznik
Environmental Engineer
Underground Injection Control Branch

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King, Ronald A.

From: King, Ronald A.
Sent: Monday, March 19, 2007 10:26 AM
To: 'Rzeznik.Dana@epamail.epa.gov'; 'harvey.rebecca@epamail.epa.gov'
Cc: Krueger.Thomas@epamail.epa.gov
Subject: RE: Transfer of UIC permits from EDS to EGT

Dana:

The following is a brief update on the status of each of the items below:

1. The revised transfer agreement, incorporating the comments below, was sent by email on Thursday to EDS, RDD and EGT. I have expressed in very clear terms the need for all parties (EDS, in particular) to get this document executed and returned to me ASAP. I have exchanges very specific email with counsel for EDS regarding this matter on Friday of last week. I will be following up with EDS again this morning. I expect the transfer agreement executed by EGT to be back in my office today or tomorrow at the latest. The transfer agreement will be executed on behalf of RDD, at the latest, by Thursday at the weekly meeting of the PFRS Board.
 2. A revised letter of credit reflecting the comments below will be presented to the PFRS Board on Thursday, at the latest. Additionally, I hope to seeking authorization from the Board to obtain an additional Letter of Credit from Bank of America on behalf of RDD as a back-up financial assurance mechanism.
 3. A revised letter of credit was sent by overnight mail on Thursday to EGT. I expect it was presented to Comerica on Friday and will be returned to me today or tomorrow, at the latest.
 4. The standby trust agreements have been drafted for both RDD and EGT. The agreement for EGT was sent by overnight mail on Thursday and I expect it was presented at the same time the LC was delivered. The standby trust agreement by the PFRS Board on behalf of RDD will be presented to the Board on Thursday, at the latest. Any LC issued by Bank of America will also be accompanied by a standby trust agreement as proscribed by 40 CFR 144.63.
- FYI -- Like the downloadable form letter of credit, the downloadable form standby trust agreement posted for use on the Region V web-site does not comport exactly with the language of 40 CFR 144.70(a)(1). Specifically, the downloaded form does not contain "Section 15. Notice of Non-Payment." and (like the form LC) does not contain the certification that the wording in the document is exactly like the wording in 40 CFR 144.70.
5. I have asked for a summary of the status of each of the items detailed in paragraph 5 below, including a schedule for completion of each item. I expect to transmit that report by the end of the day or first thing tomorrow. For the moment, I am aware that the work for installation of the audible alarm system has been authorized and is scheduled and the corrosion monitoring plan has been completed.

If you have any questions related to this information, please do not hesitate to contact me.

Ron
Ronald A. King
Clark Hill PLC
112 East Grand River Avenue
Lansing, MI 48906
Phone: 517-318-3015
Fax: 517-318-3099
Home: 517-449-2860
Email: rking@clarkhill.com

King, Ronald A.

From: King, Ronald A.
Sent: Thursday, March 15, 2007 11:45 AM
To: 'Rzezniak.Dana@epamail.epa.gov'; 'harvey.rebecca@epamail.epa.gov';
Krueger.Thomas@epamail.epa.gov
Subject: EDS/RDD/EGT UIC Transfer Agreement
Attachments: 5394538_1.doc

Dana/Becky/Tom:

Consistent with Dana's email of 3/13 and our discussions yesterday, I have attached a slightly revised version of the UIC Transfer Agreement for your review and comment. I have added RDD as party to the agreement as RDD did take an assignment of all assets of the facility as of November 7, 2006. I also added a provision indicating that RDD assumed permit responsibility as of November 7, 2006 under the assignment between EDS and RDD. I am revising RDD's financial assurance retroactive to that date. I understand that RDD did not necessarily "undertake" this responsibility from an EPA regulatory perspective. However, I added this provision to document RDD's role from November 7, 2006 until such time as the transfer from EDS to EGT is approved by EPA. I would appreciate your comments as soon as possible. I do not want to circulate this document for execution if it is not in a form acceptable to EPA. I have no concern with getting signatures on this document as drafted from RDD and EGT promptly. My concern is minimizing any unnecessary delay in getting signatures from EDS. Upon your review, I will transmit this document to EDS for execution.

I am very mindful of the need to expedite this entire process. I have conveyed EPA's concerns in this regard plainly and clearly to EGT, RDD and the Board. To that end, I am sending by way of overnight mail to EGT, the revised attached transfer agreement, revised letter of credit, standby trust agreement and certification. EGT (Jim Papas) will hand-deliver the documents to Comerica for execution tomorrow. A similar package is being presented to the Board. I am also in touch with RDD's insurance agent to determine if the term of the existing EDS bond can be extended and how quickly that process can take place.

In the interim, RDD is addressing the remaining items contained in paragraph 5 of Dana's 3/13 email. Thank you for your input and I look forward to your comments.

Ron

Ronald A. King
Clark Hill PLC
212 East Grand River Avenue
Lansing, MI 48906
517-318-3015
517-449-2860 (mobile)
rking@clarkhill.com

6/20/2007

King, Ronald A.

From: King, Ronald A.
Sent: Friday, March 23, 2007 4:22 PM
To: 'Rzezniak.Dana@epamail.epa.gov'; 'harvey.rebecca@epamail.epa.gov'
Cc: 'Kaplan.Robert@epamail.epa.gov'; Krueger.Thomas@epamail.epa.gov
Subject: RDD Financial Assurance Documents
Attachments: 4912_001.pdf

Dana:

Please find attached copies of the letter of credit and standby trust agreement executed by the PFRS Board in favor of RDD and EDS, back-dated to November 7, 2006. I have also enclosed the UIC transfer agreement executed by RDD. I expect to be receiving a similar set of documents from EGT on Monday. I have talked to Comerica Bank and the trust agreement has been executed and the bank is finalizing the letter of credit. I am continuing to work with Doug Wicklund, EDS and Mr. Wicklund's attorney on obtaining an executed copy of the UIC transfer agreement. We have given them a 12:00 pm EST deadline on Monday to provide us with these documents. I will forward the duplicate originals of the RDD documents to you.

On a related note, could you forward me a copy of the documentation related to the EDS fine. Thanks.

Ron

Ronald A. King
Clark Hill PLC
212 East Grand River Avenue
Lansing, MI 48906
ph. 517-318-3015
fax 517-318-3099
mobile 517-449-2860
rking@clarkhill.com

From: LansCanon@clarkhill.com [mailto:LansCanon@clarkhill.com]
Sent: Friday, March 23, 2007 4:05 PM
To: King, Ronald A.
Subject: Attached Image

27

CLARK HILL

PLC

ATTORNEYS AT LAW

212 East Grand River Avenue
Lansing, Michigan 48906
Tel. (517) 318-3100 ■ Fax (517) 318-3099
www.clarkhill.com

Ronald A. King
Phone: (517) 318-3015
E-Mail: rking@clarkhill.com

March 26, 2007

VIA FEDERAL EXPRESS OVERNIGHT

Ms. Dana Rzeznik
Environmental Engineer
Underground Injection Control Branch
Region V
U.S. Environmental Protection Agency, WU-16J
77 West Jackson Boulevard
Chicago, IL 60604

Re: *RDD Investment Corp./ 28470 Citrin Drive, Romulus, Michigan/ Financial Assurance*

Dear Ms. Rzeznik:

Pursuant to your letter of March 16, 2007 and subsequent discussions with Region V staff, please find enclosed the following revised documents related to financial assurance pursuant to 40 CFR 144.63 for the above-referenced facility:

1. Two executed duplicate originals of the Standby Trust Agreement between RDD Investment Corp. ("RDD") ("Grantor) and the Police and Fire Retirement System of the City of Detroit ("Trustee");
2. Cover letter (as required by 40 CFR 144.63(d)(4)) and two executed duplicate original Irrevocable Standby Letter of Credit effective November 7, 2006 for the account of RDD and Environmental Disposal Systems, Inc. ("EDS"), along with the February 8, 2007 Plugging and Abandonment Cost Update prepared by Petrotek Engineering Corporation; and
3. UIC Permit Transfer Agreement executed on behalf of RDD.

I expect to be receiving the Standby Trust Agreement, Irrevocable Standby Letter of Credit and UIC Permit Transfer Agreement executed by or on behalf of Environmental Geo-Technologies, LLC, by the close of business today. Please return the letters of credit provided with the February 28, 2007 submittal to me at your earliest convenience.

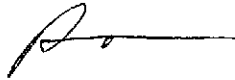
CLARK HILL_{PLC}

Ms. Dana Rzezniak
Environmental Engineer
Underground Injection Control Branch
Region V
U.S. Environmental Protection Agency, WU-16J
March 26, 2007
Page 2

If you have any questions related to this matter, please do not hesitate to contact me.

Very truly yours,

CLARK HILL PLC



Ronald A. King

RAK:kmt
Enclosures

cc: Mr. Ronald Zajac [w/Enclosures]

28

CLARK HILL
PLC
ATTORNEYS AT LAW

212 East Grand River Avenue
Lansing, Michigan 48906
Tel. (517) 318-3100 ■ Fax (517) 318-3099
www.clarkhill.com

Ronald A. King
Phone: (517) 318-3015
E-Mail: rking@clarkhill.com

April 12, 2007

VIA FEDERAL EXPRESS OVERNIGHT

Ms. Dana Rzeznik
Environmental Engineer
Underground Injection Control Branch
Region V
U.S. Environmental Protection Agency, WU-16J
77 West Jackson Boulevard
Chicago, IL 60604

Re: *Environmental Geo-Technologies, LLC/ 28470 Citrin Drive, Romulus, Michigan
– Standby Trust Agreement/ Financial Assurance/ UIC Transfer Agreement*

Dear Ms. Rzeznik:

Pursuant to your letter of March 16, 2007, and subsequent discussions with Region V staff, please find enclosed the following revised documents related to the request for transfer of the UIC permits from Environmental Disposal Systems, Inc. ("EDS") to Environmental Geo-Technologies, LLC ("EGT"), for the above-referenced facility:

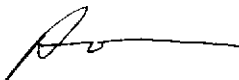
1. Two fully executed duplicates of the Standby Trust Agreement between EGT ("Grantor") and Comerica Bank ("Trustee") effective March 22, 2007;
2. Cover letter (as required by 40 CFR 144.63(d)(4)) and two executed duplicate original Irrevocable Standby Letters of Credit effective March 22, 2007, for the account of EGT, along with the February 8, 2007, Plugging and Abandonment Cost Update prepared by Petrotek Engineering Corporation;
3. Two original executed copies of UIC Permit Transfer Agreements executed on behalf of RDD Investment Corp., EGT and EDS. I previously sent the original execution page for RDD;
4. A copy of the Affidavit of Douglas Wicklund evidencing authority to execute various documents on behalf of EDS and related entities; and
5. A copy of the Authorization Resolution of Remus Joint Venture.

Ms. Dana Rzeznik
Environmental Engineer
Underground Injection Control Branch
Region V
U.S. Environmental Protection Agency, WU-16J
April 12, 2007
Page 2

If you have any questions related to this matter, please do not hesitate to contact me.

Very truly yours,

CLARK HILL PLC



Ronald A. King

RAK:kmt
Enclosures

cc: Mr. Jim Papas [w/Enclosures]

STANDBY TRUST AGREEMENT

U.S. Environmental Protection Agency
Underground Injection Control
Financial Responsibility Requirement

TRUST AGREEMENT, the "Agreement," entered into as of March 22, 2007, by and between Environmental Geo-Technologies, LLC, 1216 Beaubien, Detroit, Michigan 48226, a Michigan limited liability company, the "Grantor," and Comerica Bank, 411 W. Lafayette, MC3341, Detroit, Michigan, 48826, a national bank, the "Trustee."

WHEREAS, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of an injection well shall provide assurance that funds will be available when needed for plugging and abandonment of the injection well, and

WHEREAS, the Grantor has elected to obtain () a surety bond (X) a letter of credit and establish a standby trust to provide all or part of such financial assurance for the facility identified herein, and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) "Facility" or "activity" means any underground injection well or any other facility or activity that is subject to regulation under the Underground Injection Control Program.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified in Schedule A (attached). (Schedule A lists, for each facility, the EPA identification number, name, address, and the current plugging and abandonment cost estimate, or portions thereof, for which financial assurance is demonstrated.)

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the

Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Plugging and Abandonment. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of plugging and abandonment of the injection wells covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for plugging and abandonment expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, except that:

(a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 USC 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee, shall be paid from the Fund.

Section 10. Annual Valuation. Commencing after initial funding of the trust, the Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at the market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the

Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instruction by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or by the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

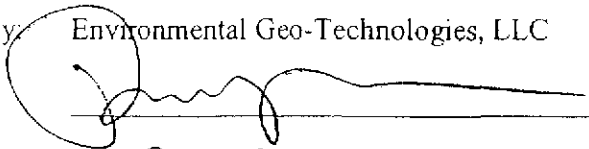
Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Michigan.

Section 20. Interpretation. As used in this Agreement, words in singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect interpretation or the legal efficacy of this Agreement.

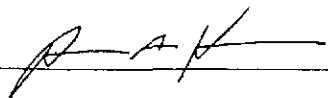
IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed by their respective officers duly authorized and the corporate seals to be hereunto affixed and attested as of the date first above written.

The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 144.70(a)(1) as such regulations were constituted on the date first above written.

By: Environmental Geo-Technologies, LLC



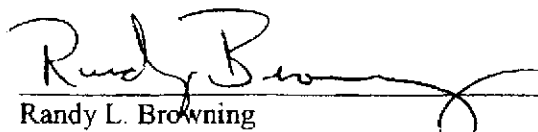
Member
(Title)

Attest: 


(Title)

(SEAL)

By: Comerica Bank



Randy L. Browning
Vice President, Comerica Bank

Attest: 

ASSIST. VICE PRESIDENT
(Title)

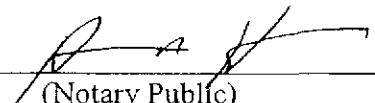
(SEAL)

CERTIFICATE OF ACKNOWLEDGMENT
FOR
STANDBY TRUST FUND AGREEMENT

STATE OF MICHIGAN

COUNTY OF WAYNE (ALTHOUGH IN WAYNE CO.)

On this 22 day of MARCH, 2007, before me personally came Environmental Geo-Technologies, LLC, by RP Acquisition, LLC, its member, by Dimitrios Pappas, its sole member, to me known, who, being by me duly sworn, did depose and say that he resides at 1216 Beaubien, Detroit, Michigan 48226 that he is sole member of RP Acquisition, LLC, which is a member of Geo-Technologies, LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the members of said corporation, and that he signed his name thereto by like order.


(Notary Public)

WAYNE COUNTY
DETROIT IN WAYNE CO.
MY COMMISSION EXPIRES
(Seal) 4-10-10

SCHEDULE A

Identification of Facilities and Cost Estimates

Schedule A is referenced in the trust agreement dated March 22, 2007, by and between Environmental Geo-Technologies, LLC, the "Grantor," and the Police and Comerica Bank, the "Trustee."

EPA identification number	MIR 000 016 055
Name of facility	Environmental Disposal Systems, Inc./ Environmental Geo-Technologies, LLC
Address of facility	28470 Citrin Drive Romulus, Michigan 48174
Current plugging and abandonment cost estimate	Well 1-12 -- \$49,800.00 Well 2-12 -- \$49,800.00
Date of estimate	February 8, 2007

EXHIBIT A

As referenced in Section 14 of this Standby Trust Agreement, all orders, requests, and instruction by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in this Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A.

Any officer or director of Environmental Geo-technologies, LLC, including, but not limited to: *Dimitrios Papas*

STANDBY TRUST AGREEMENT

U.S. Environmental Protection Agency
Underground Injection Control
Financial Responsibility Requirement

TRUST AGREEMENT, the "Agreement," entered into as of March 22, 2007, by and between Environmental Geo-Technologies, LLC, 1216 Beaubien, Detroit, Michigan 48226, a Michigan limited liability company, the "Grantor," and Comerica Bank, 411 W. Lafayette, MC3341, Detroit, Michigan, 48826, a national bank, the "Trustee."

WHEREAS, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of an injection well shall provide assurance that funds will be available when needed for plugging and abandonment of the injection well, and

WHEREAS, the Grantor has elected to obtain () a surety bond (X) a letter of credit and establish a standby trust to provide all or part of such financial assurance for the facility identified herein, and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) "Facility" or "activity" means any underground injection well or any other facility or activity that is subject to regulation under the Underground Injection Control Program.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified in Schedule A (attached). (Schedule A lists, for each facility, the EPA identification number, name, address, and the current plugging and abandonment cost estimate, or portions thereof, for which financial assurance is demonstrated.)

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the

Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Plugging and Abandonment. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of plugging and abandonment of the injection wells covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for plugging and abandonment expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, except that:

(a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 USC 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee, shall be paid from the Fund.

Section 10. Annual Valuation. Commencing after initial funding of the trust, the Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at the market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the

Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

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Section 14. Instructions to the Trustee. All orders, requests, and instruction by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

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Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

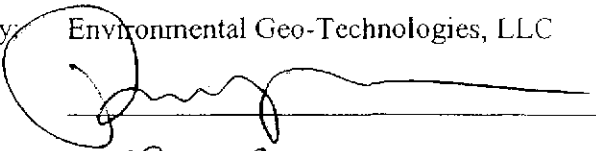
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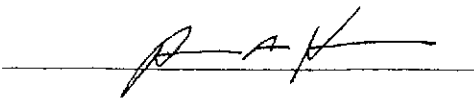
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Section 20. Interpretation. As used in this Agreement, words in singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed by their respective officers duly authorized and the corporate seals to be hereunto affixed and attested as of the date first above written.

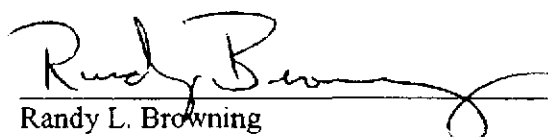
The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 144.70(a)(1) as such regulations were constituted on the date first above written.

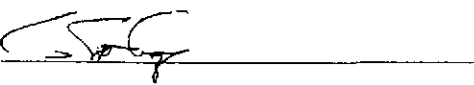
By: Environmental Geo-Technologies, LLC

Member
(Title)

Attest: 

(Title)

(SEAL)

By: Comerica Bank

Randy L. Browning
Vice President, Comerica Bank

Attest: 
ASSIST. VICE PRESIDENT
(Title)

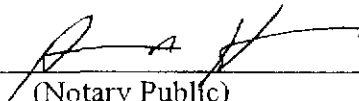
(SEAL)

CERTIFICATE OF ACKNOWLEDGMENT
FOR
STANDBY TRUST FUND AGREEMENT

STATE OF MICHIGAN

COUNTY OF INDIAN (PARTIAL IN WAYNE CO.)

On this 22 day of MARCH, 2007, before me personally came Environmental Geo-Technologies, LLC, by RP Acquisition, LLC, its member, by Dimitrios Papp, its sole member, to me known, who, being by me duly sworn, did depose and say that he resides at 1216 Beaubien, Detroit, Michigan 48226 that he is sole member of RP Acquisition, LLC, which is a member of Geo-Technologies, LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the members of said corporation, and that he signed his name thereto by like order.



(Notary Public)

INDIAN COUNTY
PARTIAL IN WAYNE CO.
MY COMMISSION EXPIRES
(Seal) 4-10-10

SCHEDULE A

Identification of Facilities and Cost Estimates

Schedule A is referenced in the trust agreement dated March 22, 2007, by and between Environmental Geo-Technologies, LLC, the "Grantor," and the Police and Comerica Bank, the "Trustee."

EPA identification number	MIR 000 016 055
Name of facility	Environmental Disposal Systems, Inc./ Environmental Geo-Technologies, LLC
Address of facility	28470 Citrin Drive Romulus, Michigan 48174
Current plugging and abandonment cost estimate	Well 1-12 -- \$49,800.00 Well 2-12 -- \$49,800.00
Date of estimate	February 8, 2007

EXHIBIT A

As referenced in Section 14 of this Standby Trust Agreement, all orders, requests, and instruction by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in this Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A.

Any officer or director of Environmental Geo-technologies, LLC, including, but not limited to: *Dimitrios Papas*

CLARK HILL

PLC

ATTORNEYS AT LAW

212 East Grand River Avenue
Lansing, Michigan 48906
Tel. (517) 318-3100 ■ Fax (517) 318-3099
www.clarkhill.com

Ronald A. King
Phone: (517) 318-3015
E-Mail: rking@clarkhill.com

April 12, 2007

Regional Administrator
Environmental Protection Agency
Region V
77 West Jackson Boulevard
Chicago, IL 60604

Re: *Irrevocable Standby Letter of Credit – Environmental Geo-Technologies, LLC,
28470 Citrin Drive, Romulus, Michigan*

Dear Madam:

Environmental Disposal Systems, Inc. ("ED") and Environmental Geo-Technologies, LLC ("EGT") have entered into an agreement to seek the transfer of the UIC permits for the above-referenced facility. Pursuant to 40 CFR 144.63, Comerica Bank has issued its attached Irrevocable Standby Letter of Credit in favor of EGT to meet the financial assurance requirements for plugging and abandonment of the wells at the facility.

As required by 40 CFR 144.63(d)(4), EGT is providing the following information by way of this letter:

1. Letter of Credit Number: 626857-04.
2. Issuing Institution: Comerica Bank.
3. Date: March 22, 2007, Effective March 22, 2006.

Facility Information:

1. EPA Identification Number: MIR 000 016 055.
2. Name of Facility: Environmental Disposal Systems, Inc./RDD Development Corp.
3. Address of Facility: 28470 Citrin Drive, Romulus, Michigan 48174.
4. Current Plugging and Abandonment Cost: Well 1-12/ \$49,800 and Well 2-12/ \$49,800.

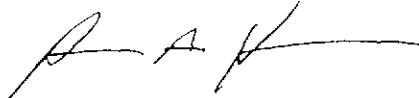
Regional Administrator
Environmental Protection Agency
Region V
April 12, 2007
Page 2

5. Date of Estimate: February 8, 2007.

If you have any questions related to this matter or if you need any additional information, please do not hesitate to contact me.

Very truly yours,

CLARK HILL PLC

A handwritten signature in black ink, appearing to read 'R. A. King', written over a horizontal line.

Ronald A. King

RAK:kmt
Enclosures

Comerica

Letter of Credit Division

TELEX NO: 3772134
FAX NO: 313 222 9115
SWIFT: MNBUDS33

COMERICA BANK
411 WEST LAFAYETTE (MC 3341)
DETROIT, MI 48226

AMENDMENT TO LETTER OF CREDIT

CREDIT NUMBER OF
ISSUING BANK: 626857 -04

MARCH 30, 2007

APPLICANT:
ENVIRONMENTAL GEO-TECHNOLOGIES, LLC
1216 BEAUBIEN
DETROIT, MI 48226

BENEFICIARY:
REGIONAL ADMINISTRATOR
ENVIRONMENTAL PROTECTION AGENCY REGION 5
77 WEST JACKSON BLVD
CHICAGO, IL 60604

AMENDMENT NUMBER: 01

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT
AND MUST BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THIS LETTER OF CREDIT IS AMENDED IN ITS ENTIRETY TO NOW READ AS FOLLOWS:

QUOTE:

TELEX NO: 3772134 MNB INTL DET
FAX NO: 313 222 9115
SWIFT: MNBUDS33

COMERICA BANK
411 W. LAFAYETTE, MC3341
DETROIT, MI 48226

IRREVOCABLE STANDBY LETTER OF CREDIT

U.S. ENVIRONMENTAL PROTECTION AGENCY
UNDERGROUND INJECTION CONTROL
FINANCIAL RESPONSIBILITY REQUIREMENT

TO:
REGIONAL ADMINISTRATOR
ENVIRONMENTAL PROTECTION AGENCY REGION 5
77 WEST JACKSON BLVD.
CHICAGO, IL 60604

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 626857-04 IN YOUR
FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF

ENVIRONMENTAL GEO-TECHNOLOGIES, LLC
1216 BEAUBIEN
DETROIT, MI 48226

(CONTINUED ON PAGE 2)

TELEX NO: 3772134 MNB INTL DET
FAX NO: 313 222 9115
SWIFT: MNBDEUS33

COMERICA BANK
411 W. LAFAYETTE, MC3341
DETROIT, MI 48226

STANDBY LETTER OF CREDIT NO. 626857-04
PAGE 2

UP TO THE AGGREGATE AMOUNT OF USD99,600.00 (NINETY-NINE THOUSAND SIX HUNDRED AND 00/100 U.S. DOLLARS) AVAILABLE UPON PRESENTATION OF:

1. YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NUMBER 626857-04.
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE SAFE DRINKING WATER ACT."

THIS LETTER OF CREDIT IS EFFECTIVE MARCH 22, 2007 AND SHALL EXPIRE ON MARCH 22, 2008 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON MARCH 22, 2008 AND EACH SUCCESSIVE EXPIRATION DATE, UNLESS AT LEAST ONE HUNDRED TWENTY (120) DAYS BEFORE THE CURRENT EXPIRATION DATE WE NOTIFY BOTH YOU AND ENVIRONMENTAL GEO-TECHNOLOGIES, LLC, BY CERTIFIED MAIL THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT FOR 120 DAYS AFTER THE DATE OF RECEIPT BY BOTH YOU AND ENVIRONMENTAL GEO-TECHNOLOGIES, LLC AS SHOWN ON THE SIGNED RETURN RECEIPTS.

ORIGINAL

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ENVIRONMENTAL GEO-TECHNOLOGIES LLC, IN ACCORDANCE WITH YOUR INSTRUCTIONS.

WE CERTIFY THAT THE WORDING OF THIS LETTER OF CREDIT IS IDENTICAL TO THE WORDING SPECIFIED IN 40 CFR 144.70(g) AS SUCH REGULATIONS WERE CONSTITUTED ON THE DATE SHOWN IMMEDIATELY BELOW:

B. Thomas Braun
AUTHORIZED SIGNATURE

DATE: 3/30/07

NAME: B. Thomas Braun

TITLE: C.D.C.S. Officer

M. Jane Moore
AUTHORIZED SIGNATURE

DATE: 3/30/07

NAME: M. Jane Moore

TITLE: Vice President

THIS LETTER OF CREDIT IS SUBJECT TO:
MICHIGAN UNIFORM COMMERCIAL CODE.

UNQUOTE.



Petrotek Engineering Corporation 10288 West Chatfield Avenue, Suite 200 Littleton, Colorado 80127 USA (303) 290-9414 FAX (303) 290-9580

February 8, 2007

Mr. Yaser Mahmoud
Environmental Geo Technologies
28470 Citrin Drive
Romulus, MI 48170

**RE: Environmental Geo-Technologies
2007 Plugging and Abandonment Cost Update
UIC Permit Numbers: MI-163-1W-0007, MI-163-1W-0008**

Dear Mr. Yaser:

As requested, Petrotek has completed an annual review of the plugging and abandonment procedures and associated costs for the closure of Environmental Geo-Technologies injection Wells No. 1-12 and 2-12. Approved procedures in the applicable permits remain consistent with applicable regulations. The plugging costs have been adjusted since the previous cost estimate due to higher rates applicable in the Midwest for workover rigs, oilfield supplies and cementing equipment. The costs are based on the most recently available data from the Producer Price Index for Oil and Gas Extraction and oilfield service costs recently provided to Petrotek.

The total plugging cost estimate for Well No. 1-12 is \$49,800.00. The total plugging cost estimate for Well No. 2-12 is \$49,800.00. The total cost for plugging both existing wells is estimated as \$99,600.00.

Please feel free to call us with any questions or if additional clarification is required.

Sincerely,

Via E-mail

Petrotek Engineering Corporation
Richard Lyle

cc: Ken Cooper - Petrotek

ENVIRONMENTAL GEO-TECHNOLOGIES
DISPOSAL WELL PLUGGING COST ESTIMATE

A cost of closure for the general plugging and abandonment plan described below is \$49,800 for each wells, 1-12 and 2-12. A summary of the major cost elements is presented below.

Workover Rig Mobilization - 1 day	\$2,000
Workover Rig Operations - 3 days	8,000
Workover Rig Demobilization - 1 day	2,000
Location Work/Welding	1,500
Blowout Preventer Rental and Drayage	2,000
2 7/8" Workstring Rental and Drayage	2,000
7" Squeeze Retainer	7,500
Cementing	19,000
Field Supervision	4,000
Engineering Report Preparation	1,800
Total	\$49,800

TELEX NO: 3772134
FAX NO: 313 222 9115
SWIFT: MNBDUS33

COMERICA BANK
411 WEST LAFAYETTE (MC 3341)
DETROIT, MI 48226

AMENDMENT TO LETTER OF CREDIT
MARCH 30, 2007

CREDIT NUMBER OF
ISSUING BANK: 626857 -04

APPLICANT:
ENVIRONMENTAL GEO-TECHNOLOGIES, LLC
1216 BEAUBIEN
DETROIT, MI 48226

BENEFICIARY:
REGIONAL ADMINISTRATOR
ENVIRONMENTAL PROTECTION AGENCY REGION 5
77 WEST JACKSON BLVD
CHICAGO, IL 60604

AMENDMENT NUMBER: 01

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT
AND MUST BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THIS LETTER OF CREDIT IS AMENDED IN ITS ENTIRETY TO NOW READ AS FOLLOWS:

QUOTE

TELEX NO: 3772134 MNB INTL DET
FAX NO: 313 222 9115
SWIFT: MNBDUS33

COMERICA BANK
411 W. LAFAYETTE, MC3341
DETROIT, MI 48226

IRREVOCABLE STANDBY LETTER OF CREDIT
U.S. ENVIRONMENTAL PROTECTION AGENCY
UNDERGROUND INJECTION CONTROL
FINANCIAL RESPONSIBILITY REQUIREMENT

TO:
REGIONAL ADMINISTRATOR
ENVIRONMENTAL PROTECTION AGENCY REGION 5
77 WEST JACKSON BLVD.
CHICAGO, IL 60604

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 626857-04 IN YOUR
FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF

ENVIRONMENTAL GEO-TECHNOLOGIES, LLC
1216 BEAUBIEN
DETROIT, MI 48226

THIS AMENDMENT IS SUBJECT TO THE BENEFICIARY'S
APPROVAL. PLEASE SIGNIFY YOUR AGREEMENT TO THIS
AMENDMENT BY SIGNING AND RETURNING THE ENCLOSED
ACKNOWLEDGEMENT COPY.

(CONTINUED ON PAGE 2)

I AGREE

I DISAGREE

BSB

AUTHORIZED SIGNATURE / DATE

TELEX NO: 3772134 MNB INTL DET
FAX NO: 313 222 9115
SWIFT: MNBDUS33

COMERICA BANK
411 W. LAFAYETTE, MC3341
DETROIT, MI 48226

STANDBY LETTER OF CREDIT NO. 626857-04
PAGE 2

UP TO THE AGGREGATE AMOUNT OF USD99, 600.00 (NINETY-NINE THOUSAND SIX HUNDRED AND 00/100 U.S. DOLLARS) AVAILABLE UPON PRESENTATION OF:

1. YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NUMBER 626857-04.
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE SAFE DRINKING WATER ACT."

THIS LETTER OF CREDIT IS EFFECTIVE MARCH 22, 2007 AND SHALL EXPIRE ON MARCH 22, 2008 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON MARCH 22, 2008 AND EACH SUCCESSIVE EXPIRATION DATE, UNLESS AT LEAST ONE HUNDRED TWENTY (120) DAYS BEFORE THE CURRENT EXPIRATION DATE WE NOTIFY BOTH YOU AND ENVIRONMENTAL GEO-TECHNOLOGIES, LLC, BY CERTIFIED MAIL THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT FOR 120 DAYS AFTER THE DATE OF RECEIPT BY BOTH YOU AND ENVIRONMENTAL GEO-TECNOLOGIES, LLC AS SHOWN ON THE SIGNED RETURN RECEIPTS.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ENVIROMNETAL GEO-TECHNOLOEIS LLC, IN ACCORDANCE WITH YOUR INSTRUCTIONS.

WE CERTIFY THAT THE WORDING OF THIS LETTER OF CREDIT IS IDENTICAL TO THE WORDING SPECIFIED IN 40 CRF 144.70(d) AS SUCH REGULATIONS WERE CONSTITUTED ON THE DATE SHOWN IMMEDIATELY BELOW.

B. Thomas Brown
AUTHORIZED SIGNATURE

DATE: 3/30/07

NAME: B. Thomas Brown

TITLE: C.O.C.S - Officer

mp
AUTHORIZED SIGNATURE

DATE: 3/30/07

NAME: M. JANE MOORE

TITLE: Vice President

THIS LETTER OF CREDIT IS SUBJECT TO:
MICHIGAN UNIFORM COMMERCIAL CODE.

UNQUOTE.



Petrotek Engineering Corporation 10288 West Chatfield Avenue, Suite 200 Littleton, Colorado 80127 USA (303) 290-9414 FAX (303) 290-9580

February 8, 2007

Mr. Yaser Mahmoud
Environmental Geo Technologies
28470 Citrin Drive
Romulus, MI 48170

**RE: Environmental Geo-Technologies
2007 Plugging and Abandonment Cost Update
UIC Permit Numbers: MI-163-1W-0007, MI-163-1W-0008**

Dear Mr. Yaser:

As requested, Petrotek has completed an annual review of the plugging and abandonment procedures and associated costs for the closure of Environmental Geo-Technologies injection Wells No. 1-12 and 2-12. Approved procedures in the applicable permits remain consistent with applicable regulations. The plugging costs have been adjusted since the previous cost estimate due to higher rates applicable in the Midwest for workover rigs, oilfield supplies and cementing equipment. The costs are based on the most recently available data from the Producer Price Index for Oil and Gas Extraction and oilfield service costs recently provided to Petrotek.

The total plugging cost estimate for Well No. 1-12 is \$49,800.00. The total plugging cost estimate for Well No. 2-12 is \$49,800.00. The total cost for plugging both existing wells is estimated as \$99,600.00.

Please feel free to call us with any questions or if additional clarification is required.

Sincerely,

Via E-mail

Petrotek Engineering Corporation
Richard Lyle

cc: Ken Cooper - Petrotek

ENVIRONMENTAL GEO-TECHNOLOGIES
DISPOSAL WELL PLUGGING COST ESTIMATE

A cost of closure for the general plugging and abandonment plan described below is \$49,800 for each wells, 1-12 and 2-12. A summary of the major cost elements is presented below.

Workover Rig Mobilization - 1 day	\$2,000
Workover Rig Operations - 3 days	8,000
Workover Rig Demobilization - 1 day	2,000
Location Work/Welding	1,500
Blowout Preventer Rental and Drayage	2,000
2 7/8" Workstring Rental and Drayage	2,000
7" Squeeze Retainer	7,500
Cementing	19,000
Field Supervision	4,000
Engineering Report Preparation	1,800
Total	\$49,800

UIC PERMIT TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") entered into on the 28TH day of March, 2007, by and between, Environmental Disposal Systems, Inc. ("EDS"), a Michigan corporation with an address at 199 West Brown Street, Suite 200, Birmingham, Michigan 48009, RDD Investment Corp. ("RDD"), a Michigan corporation with an address at 79 Alfred Street, Detroit, Michigan 48226 and Environmental Geo-Technologies, LLC ("EGT"), a Michigan limited liability company with an address at 1216 Beaubien, Detroit, Michigan 48226 on the following terms and conditions.

WHEREAS, EDS is the former operator of the hazardous waste deep disposal injection well facility located at 28470 Citrin Drive, Romulus, Michigan (the "Facility"); and

WHEREAS, EDS transferred all of its rights, title and interests in the Facility to RDD on or about November 7, 2006 pursuant to an Acknowledgement and Assignment dated November 7, 2006; and

WHEREAS, two (2) deep injection wells, No. 1-12 and No. 2-12, are located at the Facility; and

WHEREAS, EDS is the current named permittee of two (2) Underground Injection Control ("UIC") permits issued to EDS by the United States Environmental Protection Agency ("EPA"), MI-163-IW-C007 (Well No. 1-12) and MI-163-IW-C008 (Well No. 2-12), respectively, which are required by law to operate the deep injection wells; and

WHEREAS, RDD has entered into an agreement with EGT to transfer all rights, title and interests in the Facility and EGT has agreed to assume full control and responsibility for the maintenance and operation of wells No. 1-12 and No. 2-12; and

WHEREAS, EDS desires to finalize the transfer all of its remaining rights, interests and obligations with respect to the UIC permits to EGT and EGT desires to obtain all the rights, interests and obligations with respect to the UIC permits from EDS:

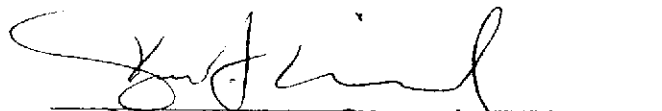
NOW, THEREFORE, in consideration of the premises and the performance of the covenants contained below, EDS, RDD and EGT agree as follows:

1. Effective **November 7, 2006**, RDD agreed to assume operational control of the Facility by virtue of the execution of an Acknowledgement and Assignment agreement between EDS and RDD. In this capacity as interim operator of the Facility, RDD has addressed and will continue to address certain issues and obligations related to maintenance, performance and testing of wells No. 1-12 and No. 2-12. Notwithstanding the Effective Date set forth in paragraph 5 below, RDD shall continue to meet these obligations until such time as EPA approves the transfer of UIC permits MI-163-IW-C007 and MI-163-IW-C008 as set forth in this Agreement.

2. Under the November 7, 2006 Acknowledgement and Assignment agreement, EDS agrees to cooperate with RDD in executing documents or other such agreements or taking any other reasonable actions necessary to assist in the orderly transfer of UIC permits MI-163-IW-C007 and MI-163-IW-C008 as may be requested by RDD.
3. EDS acknowledges that RDD has requested the transfer of UIC permits MI-163-IW-C007 and MI-163-IW-008 from EDS to EGT as part of the transfer of the assets of the Facility from RDD to EGT.
4. EDS agrees to transfer all of its remaining responsibility, coverage and liability with respect to UIC permits MI-163-IW-C007 and MI-163-IW-C008 to EGT.
5. On **April 1, 2007** (the "Effective Date"), EGT will assume full and complete responsibility for the UIC permit obligations, coverage and liability with respect to UIC permits MI-163-IW-C007 and MI-163-IW-C008.
6. On or before the Effective Date, EGT will demonstrate financial responsibility pursuant to 40 CFR 144.63.
7. As of the Effective Date, EGT will assume liability for performance of all of the UIC permit conditions.
8. This Agreement shall become null, void and unenforceable in the event EPA does not approve the transfer of the UIC permits to EGT.
9. The signatories to this document below represent that they are duly authorized to execute this Agreement on behalf of the respective parties.
10. This Agreement may be signed in counterparts and by facsimile, each of which will be deemed an original but all of which will constitute one and the same.

IN WITNESS WHEREOF, the parties have executed have executed this Agreement on the date set forth below each of their signatures.

Environmental Disposal Systems, Inc.



By: DOUGLAS F. WICKLUND
Its: PRESIDENT
Date: 3-28-07

GEO-Technologies, LLC

By:
Its:
Date:

RDD Investment Corp.

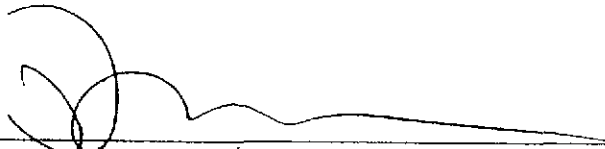
By:
Its:
Date:

IN WITNESS WHEREOF, the parties have executed have executed this Agreement on the date set forth below each of their signatures.

Environmental Disposal Systems, Inc.

By:
Its:
Date:

ENVIRONMENTAL
GEO-Technologies, LLC



By: *Dimitrios Papas on behalf of RP Acquis. How, LLC*
Its: *MEMBER*
Date: *7-24-07*

RDD Investment Corp.

By:
Its:
Date:

IN WITNESS WHEREOF, the parties have executed have executed this Agreement on the date set forth below each of their signatures.

Environmental Disposal Systems, Inc.

By:
Its:
Date:

ENVIRONMENTAL
GEO-Technologies, LLC

By:
Its:
Date:

RDD Investment Corp.

vs. *Greg Best*

By: *Greg Best*
Its: *Vice President*
Date: *March 22, 2007*

By: [Signature]

James E. Moore
Its: *Treasurer*

Date: *March 22, 2007*

UIC PERMIT TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") entered into on the 28th day of March, 2007, by and between, Environmental Disposal Systems, Inc. ("EDS"), a Michigan corporation with an address at 199 West Brown Street, Suite 200, Birmingham, Michigan 48009, RDD Investment Corp. ("RDD"), a Michigan corporation with an address at 79 Alfred Street, Detroit, Michigan 48226 and Environmental Geo-Technologies, LLC ("EGT"), a Michigan limited liability company with an address at 1216 Beaubien, Detroit, Michigan 48226 on the following terms and conditions.

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WHEREAS, two (2) deep injection wells, No. 1-12 and No. 2-12, are located at the Facility; and

WHEREAS, EDS is the current named permittee of two (2) Underground Injection Control ("UIC") permits issued to EDS by the United States Environmental Protection Agency ("EPA"), MI-163-IW-C007 (Well No. 1-12) and MI-163-IW-C008 (Well No. 2-12), respectively, which are required by law to operate the deep injection wells; and

WHEREAS, RDD has entered into an agreement with EGT to transfer all rights, title and interests in the Facility and EGT has agreed to assume full control and responsibility for the maintenance and operation of wells No. 1-12 and No. 2-12; and

WHEREAS, EDS desires to finalize the transfer all of its remaining rights, interests and obligations with respect to the UIC permits to EGT and EGT desires to obtain all the rights, interests and obligations with respect to the UIC permits from EDS:

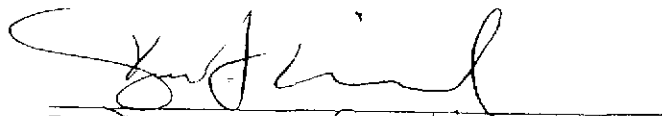
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1. Effective **November 7, 2006**, RDD agreed to assume operational control of the Facility by virtue of the execution of an Acknowledgement and Assignment agreement between EDS and RDD. In this capacity as interim operator of the Facility, RDD has addressed and will continue to address certain issues and obligations related to maintenance, performance and testing of wells No. 1-12 and No. 2-12. Notwithstanding the Effective Date set forth in paragraph 5 below, RDD shall continue to meet these obligations until such time as EPA approves the transfer of UIC permits MI-163-IW-C007 and MI-163-IW-C008 as set forth in this Agreement.

2. Under the November 7, 2006 Acknowledgement and Assignment agreement, EDS agrees to cooperate with RDD in executing documents or other such agreements or taking any other reasonable actions necessary to assist in the orderly transfer of UIC permits MI-163-IW-C007 and MI-163-IW-C008 as may be requested by RDD.
3. EDS acknowledges that RDD has requested the transfer of UIC permits MI-163-IW-C007 and MI-163-IW-008 from EDS to EGT as part of the transfer of the assets of the Facility from RDD to EGT.
4. EDS agrees to transfer all of its remaining responsibility, coverage and liability with respect to UIC permits MI-163-IW-C007 and MI-163-IW-C008 to EGT.
5. On **April 1, 2007** (the "Effective Date"), EGT will assume full and complete responsibility for the UIC permit obligations, coverage and liability with respect to UIC permits MI-163-IW-C007 and MI-163-IW-C008.
6. On or before the Effective Date, EGT will demonstrate financial responsibility pursuant to 40 CFR 144.63.
7. As of the Effective Date, EGT will assume liability for performance of all of the UIC permit conditions.
8. This Agreement shall become null, void and unenforceable in the event EPA does not approve the transfer of the UIC permits to EGT.
9. The signatories to this document below represent that they are duly authorized to execute this Agreement on behalf of the respective parties.
10. This Agreement may be signed in counterparts and by facsimile, each of which will be deemed an original but all of which will constitute one and the same.

IN WITNESS WHEREOF, the parties have executed have executed this Agreement on the date set forth below each of their signatures.

Environmental Disposal Systems, Inc.



By: DOUGLAS F. WICKLUND
Its: PRESIDENT
Date: 3-28-07

GEO-Technologies, LLC

By:
Its:
Date:

RDD Investment Corp.

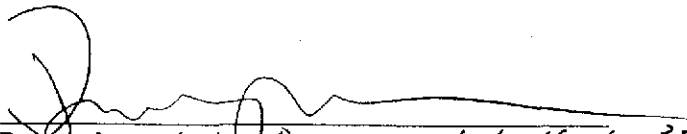
By:
Its:
Date:

IN WITNESS WHEREOF, the parties have executed have executed this Agreement on the date set forth below each of their signatures.

Environmental Disposal Systems, Inc.

By:
Its:
Date:

Environmental
GEO-Technologies, LLC



By: *D. M. Hios* *Partner on behalf of RP Acquisitions LLC*
Its: *MEMOR*
Date: *3-27-07*

RDD Investment Corp.

By:
Its:
Date:

IN WITNESS WHEREOF, the parties have executed have executed this Agreement on the date set forth below each of their signatures.

Environmental Disposal Systems, Inc.

By:
Its:
Date:

ENVIRONMENTAL
GEO-Technologies, LLC

By:
Its:
Date:

RDD Investment Corp.

By: [Signature]
By: Greg Best
Its: Vice President
Date: March 22, 2007

By: [Signature]
By: James E. Moore
Its: Treasurer
Date: March 22, 2007

AFFIDAVIT OF DOUGLAS F. WICKLUND

STATE OF Florida)
) ss:
COUNTY OF Collier)


I, Douglas F. Wicklund, being duly sworn, depose and say:

1. I am and at all pertinent times was the president of Environmental Disposal Systems, Inc, a Michigan corporation ("EDS").
2. EDS is and at all pertinent times was the general partner of Romulus Deep Disposal Limited Partnership, a Michigan limited partnership ("RDDLP").
3. EDS is and at all pertinent times was the general partner of Romulus Limited Partnership, a Michigan limited partnership ("RLP").
4. As of November 7, 2006, RDDLP and RLP were the owners of 90% of the interests in Remus Joint Venture, a Michigan co-partnership ("RJV").
5. EDS is at and at all pertinent times was the managing operator of RJV.
6. By resolution of RJV adopted effective November 7, 2006, RDDLP and RLP authorized EDS, as managing operator, to execute and deliver on behalf of RJV an Acknowledgement and Assignment related to certain loan transactions and documents and the real and personal property associated with the commercial liquid hazardous waste storage, treatment, and disposal facility located at 28470 Citrin Drive, Romulus, Michigan.
7. By resolution of RJV adopted effective November 7, 2006, RDDLP and RLP authorized EDS, as managing operator, to execute and deliver to RDD Investment Corp. on behalf of RJV a quit claim deed covering the real property located at 28470 Citrin Drive, Romulus, Michigan.

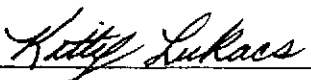
8. As general partner of RDDLP, EDS was authorized to execute and deliver on behalf of RDDLP an Acknowledgement and Assignment related to certain loan transactions and documents and the real and personal property associated with the commercial liquid hazardous waste storage, treatment, and disposal facility located at 28470 Citrin Drive, Romulus, Michigan.

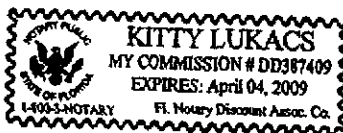
9. As general partner of RDDLP, EDS was authorized to execute and deliver to RDD Investment Corp. on behalf of RDDLP a quit claim deed covering the real property located at 28470 Citrin Drive, Romulus, Michigan.

FURTHER AFFIANT SAYETH NOT.


Douglas F. Wicklund

Subscribed and sworn to before me by Douglas F. Wicklund
this 27 day of March, 2007.


_____, Notary Public
Collier County, _____
Acting in Collier County
My Commission Expires: 4/4/09



**AUTHORIZATION RESOLUTION
of
REMUS JOINT VENTURE**

The undersigned, being the owners of 90% of the interests in Remus Joint Venture, a Michigan co-partnership (the "Company"), hereby consent to the adoption of the following Resolution:

WHEREAS, pursuant to the Company's Agreement of Joint Venture, as amended (the "Agreement"), the decisions of the Company may be exercised by the majority of interests in the Company;

WHEREAS, the undersigned, being the owners of 90% of the interests in the Company, hereby consent to the adoption of the following Resolution:

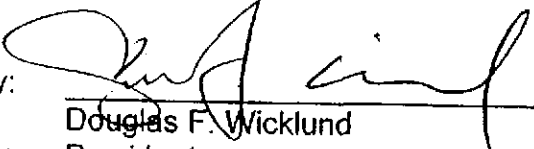
RESOLVED, that Environmental Disposal Systems, Inc., the Managing Operator of the Company, is hereby authorized on behalf of the Company: (i) to execute and deliver the Acknowledgement and Assignment attached hereto; (ii) to execute and deliver a Quit Claim Deed from the Company to RDD Investment Corp. covering that certain real property owned by the Company located in Romulus, Michigan and commonly known as 28470 Citrin Drive, and (iii) to execute and deliver any and all instruments and documents related to or necessary or appropriate to carrying out this resolution.

IN WITNESS WHEREOF the undersigned hereby adopt the foregoing resolution effective as of November 7, 2006.

ROMULUS DEEP DISPOSAL LIMITED PARTNERSHIP

By: ENVIRONMENTAL DISPOSAL SYSTEMS, INC.,
its General Partner

By:



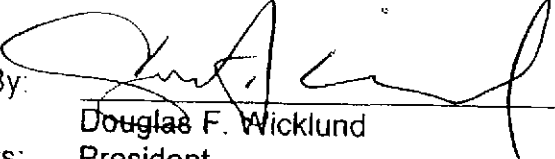
Douglas F. Wicklund

Its: President

ROMULUS LIMITED PARTNERSHIP

By: ENVIRONMENTAL DISPOSAL SYSTEMS, INC.,
its General Partner

By:



Douglas F. Wicklund

Its: President