بسم الله الرحمن الرحيم

Kingdom of Saudi Arabia
Abdul Aziz Bin Misha'al A. Al-Saud
Private Office

المملكة العربية السعودية
عبد العزيز بن مشعل بن عبد العزيز آل سعود
المكتب الخاص

No. : 3 of 5 Originals الرقم:
Date: التاريخ:

EXECUTION COPY

Strategic Alliance Agreement

This Strategic Alliance Agreement (the "**Agreement**") has been made and entered into on the 8thNovember, 2012 (the "**Effective Date**"),

By and Between

HRH PRINCE ABDULAZIZ BIN MESHAAL BIN ABDULAZIZ AL SAOUD ("HRH") and /or one of his Companies, Establishments or whatsoever he thinks is appropriate.

and

MASADA CLEAN EARTH SOLUTIONS-SAUDI ARABIA, LLC, ("MCESSA"), a limited liability company duly organized and existing under the laws of the State of Delaware, USA with offices located at Suite 100, 2170 Highland Avenue, Birmingham, AL 35205, USA.

The Parties listed above are hereinafter referred to collectively as "**Parties**" and /or individually as "**Party**".

WITNESSETH:

Whereas, MCESSA and HRH have identified opportunities to work on certain business ventures involving the disposal of municipal solid waste and sewage sludge, which will be converted into ethanol, hydrocarbon fuels and other products using certain technologies controlled by MCESSA's affiliate Masada Resource Group, L.L.C., including the CES™ OxyNol Process, the Polycrack Technology or other technologies, in facilities in Saudi Arabia and other locations as they may hereafter agree, and involving other business opportunities as they may hereafter agree.

Whereas, the Parties agree to seek other business opportunities in the Kingdom and/or the territories identified herein.

Whereas, it is the intention of the Parties to set forth certain understandings to regulate their strategic alliance relationship.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereby agree as follows:

1. Preamble

1.1 The preamble hereto shall constitute an integral part and parcel hereof.

2. Definitions

Unless the context otherwise requires, the following terms shall have the meanings hereby ascribed to them:

Additional Period is defined in Section 6.b.

Arbitration Notice is defined in Section 6.c.

Company Confidential Information is defined in Section 8.1.

Dispute Notice is defined in Section 6.a.

Exclusive Territories means all cities within Saudi Arabiaas specified in Annex 1 attached to this Agreement.

Executive Order 13224 is defined in Section 5.2.a.

Gross Operating Revenues means all revenues derived from the operations of MCESSA.

Net Profits means the Gross Operating Revenues less the aggregate of all expenses of every kind and nature applicable to MCESSA of any kind derived directly or indirectly from or in connection with its operations plus any reduction in Reserves taken into account pursuant to this definition, minus payments directly or indirectly of costs and expenses of any kind related to or arising out of MCESSA's operations (including debt service payments), and amounts added to Reserves for tax distributions, business expansion, or capital replacement, as required by loan Agreements or other contractual arrangements to which MCESSA is party or necessary to satisfy contingencies reasonably anticipated for, or associated with, the business of MCESSA, all as reasonably determined by MCESSA.

OFAC is defined in Section 5.2.a.

Patriot Act is defined in Section 5.2.a.

Person means any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

Projectsor Facilities means the facilities that involve the conversion of municipal solid waste and sewage sludge into ethanol, hydrocarbon fuels and other products using certain technologies controlled by MCESSA's affiliate, including the CES™ OxyNol Process, the Polycrack Technology or other technologies, that are to be developed by MCESSA and operated in the Exclusive Territories during the term of this Agreement.

Representing Party is defined in Section 7.1.

Reserves means the funds set aside and amounts allocated to reserves in amounts determined by MCESSA for working capital and to pay taxes, insurance, debt service, capital improvements and other costs and expenses incident to the ownership or operation of MCESSA's business.

3. The Business

3.1 Objectives

The objectives of the business of the Partiesunder the Agreement shall be as follows (hereinafter referred to as the "**Objectives**"):

a. To enter into business opportunities involving the disposal of municipal solid waste and sewage sludge, which will be converted into ethanol, hydrocarbon fuels and other products using certain technologies controlled by MCESSA's affiliate, including the CES™ OxyNol Process, the Polycrack Technology or other technologies, in Facilities in Saudi Arabia, as well as other business opportunities as the Parties may agree to pursue together; and

b. To carry on all other businesses and activities which are complementary to, coincidental with, or necessary for the carrying out of, or may be properly combined with, or conductive to, the realization of the aforesaid objectives.

3.2 MCESSA shall use its commercially reasonable efforts to:

a. As soon as practicable, conduct, with HRH's assistance, feasibility studies to determine the best and most efficient locations and configurations of a Facility in Saudi Arabia;

b. Provide the necessary personnel for the typical pre-development work related to the development of a Facility in Saudi Arabia;

c. Provide a design package and operating plan for construction and long-term operations of a Facility in compliance with applicable solid waste management laws and environmental regulations governing the Facility; and

d. Raise project development capital and/or equity for the development and construction of the Facility.

3.3 HRH shall use his commercially reasonable efforts to:

a. Identify and secure from the host government a site for the Facility conforming to requirements of local authorities and the approved Facility design and specifications;

b. Obtain and secure for the benefit of MCESSAall permits, licensing, zoning. Planning or other governmental actions required for each of MCESSA's business segments in accordance with the laws of the of Saudi Arabia;

c. Encourage the applicable governmental authorities to provide and maintain infrastructure, utilities, services, or improvements necessary to accommodate the Facility according to the approved design and specifications;

d. Maintain excellent external affairs with all applicable governmental officials, agencies and bodies, governments and authorities; and

e. Obtain an agreement from the host governmental authorities and/or municipalities to provide a minimum of (3.000) three thousands metric tons of municipal solid waste daily for each Facility covered by this Agreement for a period of not less than (30) thirty years.

4. Financial Matters

4.1 HRH Fee

HRH shall receive a fee within thirty (30) days following the close of each calendar quarter in an amount equal to twenty percent (20%) of the Net Profits

of MCESSA during the previous calendar quarter. The Parties acknowledge and confirm that (i) said payment of the twenty percent (20%) of the Net Profits shall constitute HRH's total share of the Net Profits of the business being conducted by MCESSA under the strategic alliance between the Parties and (ii) the Parties' relationship under this Agreement does not constitute a joint venture or partnership of any kind. In the event MCESSA sells or liquidates the business, HRH shall be entitled to 20% of the net sales proceeds.

4.2 HRH shall not be obligated to finance the Facility or any other anticipated projects or the investments of MCESSA, and if HRH desires to provide any financing in the future, the Parties shall be free to negotiate whatever additional agreements that they may desire and, if they do reach agreement, to enter into an Appendix to this Agreement that is executed by the Parties.

4.3 HRH shall not bear any expenses or payments required for the Projects or investments such as administrative or operation costs for the anticipated Projects of MCESSA.

5. Additional Agreements

5.1 Intellectual Property

All intellectual property developed with respect to Facilities developed by MCESSA either hereunder or under any separate agreements applicable to individual Facilities shall be owned exclusively by MCESSA.

5.2 Anti-Money Laundering & Anti-Terrorism

MCESSA and HRH hereby warrant and represent to each other the following:

a. Neither of MCESSA or HRH or any of their underlying beneficial owners has engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing

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Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "**Patriot Act**"), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("**Executive Order 13224**") or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

b. Neither of MCESSA or HRH or any of their underlying beneficial owners is or will be a person or entity (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specifically Designed Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http:www.treas.gov/ofac/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above.

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5.3 Foreign Corrupt Practices Act

In conformity with the United States Foreign Corrupt Practices Act and with MCESSA's corporate policies regarding foreign business practices, neither HRH nor MCESSA nor their respective employees or agents shall directly or indirectly make or offer any payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist MCESSA in obtaining, retaining or directing any such business.

6. Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or any action taken hereunder, shall be resolved in accordance with the following procedure:

a. *Dispute Notice*: Any Party may initiate the Dispute Resolution Procedure by written notice to the other Party (or Parties as the case may be) (the "**Dispute Notice**") which shall set forth the subject matter of the dispute, the notifying Party's proposed resolution of the dispute and the other Party hereby agrees to comply with this Section 6.

b. *Meeting of Parties*: Nominated representatives of the disputing Parties shall meet at MCESSA's office or such other place as mutually agreed by the Parties in dispute and endeavor, no later than thirty (30) calendar days following the date of the Dispute Notice (the"**Meeting Period**") to resolve the dispute amicably. Any resolution of the dispute that is arrived at pursuant to such meetings shall be reduced to writing and within fifteen (15) days following the Meeting Period (the "**Additional Period**"). If following the Meeting Period, the representatives fail in good faith to reach a resolution, and then any Party may initiate arbitration as described under Section 6.c. below.

(c) *Arbitration*. If the Parties fail in good faith to achieve an amicable resolution of a dispute pursuant to Section 6.b. of this Agreement, the disputing Party may commence, no later than sixty (60) days following the Additional Period, upon sending a written notice to the other Party (the "**Arbitration Notice**") requesting arbitration proceedings in accordance with the rules of arbitration of the International Chamber of Commerce (ICC). The arbitration shall be conducted in the City of

Geneva, Switzerland. All disputes referred to arbitration shall be governed by and construed in accordance with the laws of the ICC without regard to principles of conflict of laws thereof. Such arbitration decision shall be final and binding on all the Parties. If a Party fails to send the Arbitration Notice within the above-mentioned 60-day period, then such Party shall not be able to commence any arbitration proceedings until such Party repeats the procedures in Sections 6.a. and 6.b.

7. Representations and Warranties

7.1 Each Party (the "**Representing Party**") hereby represents and warrants to the other Party that:

(a) *Power and Authority*. The Representing Party has the full legal right, power and authority required to enter into this Agreement and to perform fully its obligations hereunder, and that the execution, delivery and performance of this Agreement have been duly authorized by all required corporate action, if necessary, of the Representing Party. This Agreement constitutes the legal, valid and binding obligation of Representing Party, enforceable against Representing Party in accordance with its terms.

(b) *Litigation*. There is no suit, action, arbitration or governmental proceeding pending or threatened against the Representing Party, and there is not outstanding against the Representing Party any judgment, decree, injunction, rule or order of any court, governmental body or arbitrator, which, in either such case, could have a material adverse effect on the business, finances or operations of the Representing Party or on the ability of the Representing Party to perform its obligations under this Agreement.

(c) *Full Disclosure*. To the best of the Parties' knowledge, all documents and other information furnished by or on behalf of the Representing Party to the other Party in connection with the Representing Party and this Agreement does not contain any untrue statement of a material fact and do not omit to state any material fact.

(d) *Organization and Existence*. The Representing Party is duly organized, validly existing and in good standing under the laws pursuant to which it is registered or formed. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions

contemplated hereby, will violate any provision of the Representing Party's constitutive documents or any Agreement to which the Representing Party is a party or by which it is bound.

8. Confidentiality

8.1 The Parties hereto hereby acknowledge that all trade, business and technical information regarding MCESSA as may exist from time to time (and which came into the possession of a Party hereto prior to the date hereof or which may come into the possession of a Party hereto after the date hereof), including, inter alia, prices, marketing, sales and other data, technology, trade secrets, the identity and requirements of customers and prospective customers of MCESSA, MCESSA's methods of doing business and all information relating to the Business, operations and marketing operations of MCESSA ("**Company Confidential Information**"), constitute valuable confidential information of MCESSA. The Parties hereto, or any of their affiliates, employees or agents, will not use or discuss any Company Confidential Information for any purpose, except on behalf of MCESSA and then only to such extent as may be authorized by MCESSA, or disclose any Company Confidential Information to any other person, firm or corporation, except to the extent required in carrying out, on behalf of MCESSA, their obligations hereunder.

8.2 The obligations of confidentiality set forth in Section 8.1 above with respect to Company Confidential Information shall not apply to any such information or data which the Party that wishes to disclose such information without violating Section 8.1 can document:

a. is public information or otherwise generally available to the public through no act or fault of the disclosing Party;

b. was, prior to disclosure to such Party by the furnishing Party, already in the possession of the disclosing Party and was not obtained by such Party under a prior obligation of confidentiality from any Party (or Affiliate of such Party) to this Agreement;

c. that such information or data was or hereafter is rightfully received by the disclosing Party from a third party who did not receive the same directly or indirectly from a Party to this Agreement;

d. that such information or data is hereafter independently developed by the disclosing Party's employees who have not had access to such information and data; or

e. that such information or data is required to be divulged by final, non-appealable government order after the Parties pursue all available recourse to prevent the release of such information or data.

9. Exclusive Territories; Other Business

9.1 MCESSA and HRH hereby acknowledge and confirm that, except as otherwise provide herein, neither shall do any business in the Exclusive Territories relating to the conversion of municipal solid waste to ethanol or other fuels. The terms and provisions governing such exclusivity are as follows:

a. Such exclusivity shall be absolute in cities in Saudi Arabia as provided herein;

b. With respect to the cities in Saudi Arabia, the following terms shall apply:

i. The terms and provisions of this Agreement shall apply to any Facilities developed in any of such cities;

ii. If HRH introduces an opportunity in any of such other cities and MCESSA enters into a letter of intent or memorandum of understanding with respect to such opportunity prior to MCESSA's entering into a letter of intent or memorandum of understanding with respect to an opportunity in the applicable country with any other party, then in such event the exclusivity provisions provided herein shall apply until such letter of intent or memorandum of understanding has expired without the development of a Facility in such applicable city;

iii. If HRH so introduces an opportunity in any of such cities and MCESSA enters into a letter of intent or memorandum of understanding with respect to such opportunity prior to MCESSA's entering into a letter of intent or memorandum of understanding with respect to an opportunity in the applicable city with any other party, and if a Facility is so developed in such applicable city pursuant to such letter of intent or

memorandum of understanding, then in such event such exclusivity shall be absolute in such applicable city;

iv. If HRH so introduces an opportunity in any of such cities and MCESSA enters into a letter of intent or memorandum of understanding with respect to such opportunity after MCESSA has entered into a letter of intent or memorandum of understanding with respect to an opportunity in the applicable city with any other party, and if a Facility is so developed in such applicable city pursuant to such letter of intent or memorandum of understanding with such other party, then in such event the applicability of any such exclusivity between MCESSA and HRH shall be subject to the terms of the agreements between MCESSA and such other party.

9.2 Notwithstanding anything provided herein to the contrary, but subject to the provisions of Section 9.1, HRH and MCESSA may engage in or possess an interest in any other business venture. Neither MCESSA nor HRH shall have any right by virtue of this Agreement in and to such ventures or to the income or profits derived therefrom.

10. Termination

10.1 This Agreement shall come into effect on the Effective Date and terminate upon the mutual written consent of the Parties unless earlier terminated as set out in this Section 10.

10.2. This Agreement shall terminate forthwith and MCESSA wound up, without notice, upon the occurrence of any of the following events:

a. Mutual written agreement of the Parties; or

b. Sixty (60) days after written notice of termination is delivered by either Party to the other.

11. General Provisions

11.1 Notices

a. Any notice, request and other correspondence pursuant to or in connection with this Agreement shall be in the English language and shall be sent to any Party by facsimile and email attachment, or

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personal/courier delivery, at its address as specified in this Section below or at such other address as shall be notified pursuant to paragraph c. below:

HRH:

Engineer: Ismail Ramadan
Riyadh - Saudí Arabia- Algomaiha Building –
P.O. Box 1600 Riyadh-11333

TEL: +96612102777 EX: 555
FAX: +96612102441
EMAIL: ismailramadan1@yahoo.com

MCESSA:

Mr. Donald V. Watkins
President and Chief Executive Officer
Masada Resource Group, LLC
2170 Highland Avenue, Suite 100
Birmingham, Alabama 35205
USA
TEL: (205) 558-4665
FAX: (877) 558-4670
EMAIL: dvw@donaldwatkins.com

Dr. Amin Ghanem
General Manager
MCESSA
1950 Spectrum Circle, Suite B500
Marietta, Georgia 30067
TEL: (404) 202-2333
FAX: (770) 226-8710
EMAIL: drghanem@bellsouth.net

With a copy to:

David Minkin
The Minkin Group, LLC
1170 Peachtree Street
Suite 1200
Atlanta, GA 30309
TEL: (404) 872-1800

FAX: (404) 885-5798
EMAIL: dminkin@theminkingroup.com

b. Any notice, request or other correspondence pursuant to or in connection with this Agreement shall be deemed validly received by the addressee upon the expiration of forty-eight (48) hours after transmission in case of facsimile, or immediately upon delivery in case of personal/courier delivery.

c. Any Party shall, upon a change of its address, notify the other Party of such change in accordance with the procedures provided for in this Section 11.1.

11.2 Governing Law

The Parties acknowledge and confirm that notwithstanding the place of execution of this Agreement, which may be in the Kingdom of Saudi Arabia, the Parties have expressly agreed that this Agreement shall in all respects be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

11.3 Assignment

This Agreement shall inure to the benefit of and be binding upon the respective Parties and their successors and permitted assigns and transferees hereunder. Except as expressly provided herein, none of the Parties shall assign or transfer all or any part of this Agreement or any of its rights and/or obligations hereunder to any third party without the prior written consent of the other Party.

11.4 No Implied Waivers

The failure of any Party at any time to require performance by the other Party of any provision hereof shall in no way affect the right of such Party to require such performance at any time thereafter. Nor shall the waiver by any Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

11.5 Entire Agreement; Amendments

This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein and supersedes all prior

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discussions among the Parties, and none of the Parties shall be bound by any previous Agreements, negotiations, commitments or writing relating to the subject matter contained herein except as expressly provided in this Agreement. This Agreement may not be amended or supplemented in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties.

11.6 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable, in whole or in part, in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provision or the effectiveness or validity of this Agreement, and, whenever allowed by the context, such invalid, illegal or unenforceable provision, or part thereof, shall be deemed replaced by a valid and enforceable provision whose contents are as close as permissible to those of the invalid or unenforceable provision, or part thereof.

11.7 Registration

MCESSAshall use commercially reasonable efforts to register with the Saudi Arabian General Investment Authority (SAGIA).

11.8 Counterparts

This Agreement may be executed simultaneously in two or more separate counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date specified above.

PRINCE ABDULAZIZ BIN MESHAAL BIN ABDULAZIZ AL SAOUD

MCESSA CLEAN EARTH SOLUTIONS-SAUDI ARABIA, LLC

Donald V. Watkins

Donald V. Watkins
Chief Executive Officer

Dr. Amin Ghanem
General Manager

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ANNEX 1

Exclusive Territories

All cities in Saudi Arabia