

AGREEMENT

Between ClearSky Environmental, Inc., a Wyoming Corporation (ClearSky), and Tooele County, Utah (the County). (Herinafter the Parties)

In consideration of the mutual promised and obligations below, the Parties agree:

1. Performance

- a. ClearSky shall construct and operate a proprietary waste processing facility within the borders of the County.
- b. The County shall deliver not less than thirty-five thousand tons of county trash, per year, suitable to the operations of the facility, and shall provide all assistance and efforts necessary for regulatory compliance at all times under this agreement by the facility.
- c. Each Party shall bear the entire cost and expenses of their respective performance under this section.

2. Terms & Conditions

- a. Contingency: It is a condition precedent to enforcement of this agreement that:
 - i. ClearSky obtain similar, enforceable commitments from other sources for suitable trash that amount, in the aggregate, to not less than ninety thousand tons per year.
 - ii. ClearSky demonstrate financial ability-to-perform under this agreement not more than thirty days prior to purchase of, or securing other right to, property to be used for the construction and operation of the facility.
- b. Delivery: Delivery of trash, under the County's obligation, shall occur on a periodic basis, not to exceed the single-point-in-time capacity of the facility to hold and process the material at the time of delivery.
- c. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in the Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.
- d. A Party shall not assign this Agreement in whole or in part without the prior written consent of the other Party. No assignment of this Agreement shall be valid until this Agreement has been assumed by the assignee.
- e. The Parties shall, and shall cause their respective directors, officers, employees, consultants, advisors and representatives to, receive and maintain in confidence, and use only for the purpose of its activities contemplated by this Agreement and not reveal to any other person other than their respective directors, officers, employees, consultants, advisors and representatives required to carry out the terms of this Agreement, all technical, procedural, market, financial, and other information of the other Party or received from the other Party relating to this Agreement.

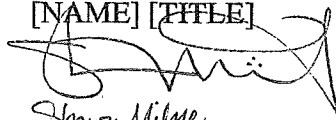
- f. If the performance of any of the Parties hereto are affected by an event of *force majeure* which includes but is not limited to an act of God, war or civil disturbance, fire, explosion, earthquake, flood, shortage of fuel, power or raw materials, strikes or other labor disruption, failure or destruction of machinery or equipment, or any other natural or man-made event beyond the reasonable control of such Party, such Party shall not be liable for non-performance of this Agreement; provided however, that such Party shall immediately notify the other Party, in writing, setting out the details of such event. The performance of the Party affected by such a *force majeure* event shall be suspended only for so long as the event of *force majeure* continues, but the Party shall consult and will use their best efforts to find alternative means of accomplishing such performance. Immediately upon cessation of the event of *force majeure*, the Party affected by *force majeure* will notify the other Party in writing and will take steps to recommence or continue the performance that was suspended. If a Party affected by the *force majeure* is unable to perform all or part of this Agreement for six (6) months after the occurrence of an event of *force majeure*, either Party may terminate this Agreement.
- g. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.
- h. This Agreement is governed by the laws of the State of Utah, without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Third Judicial District of Utah, for the purposes of adjudicating any dispute arising out of this Agreement. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Any legal action brought against ClearSky for any reason related to this agreement, must be commenced within one (1) year of the date of the error or incident giving rise to such action. At the agreement of the Parties, any disputes, controversies, claims or differences which may arise between Parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration.
- i. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement

will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

- j. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.
- k. Neither this Agreement nor any terms and conditions hereof may be changed, discharged, amended, modified or altered unless such change, discharge, amendment, modification, or alteration is in writing and is duly signed by both Parties.
- l. All notice given pursuant to this Agreement shall be in writing and may be given either (i) in person (including by auditable commercial carrier service or USPS certified mail); or (ii) by e-mail to the following:
For Tooele County: [NAME, EMAIL, PHONE]
For ClearSky: [NAME, EMAIL, PHONE]
- m. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that the County seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

For Tooele County

[NAME] [TITLE]



Shawn Milne
Tooele County Commissioner

For ClearSky Environmental, Inc.

[NAME] [TITLE]