

PROMISSORY NOTE

\$2,500,000.00

Meredith, New Hampshire
October 9, 2008

FOR VALUE RECEIVED, the undersigned, EARTH PROTECTION SYSTEMS, INC., with a mailing address of [REDACTED] (hereinafter "Maker"), promises to pay to 2008 CPR TRUST, having an address at [REDACTED] (hereinafter "Holder") or order, the sum of Two Million Five Hundred Thousand Dollars together with interest during the term of this Note at a fixed rate of 20% interest per annum.

The term of this Note is One (1) year from the date of the Note. Until maturity the Maker shall pay interest only in Twelve (12) consecutive monthly payments of \$41,666.67 each. The first monthly payment is due December 1, 2008 and the final payment plus all principal, accrued interest and charges is due November 1, 2009. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

MAKER'S PAYMENTS BEFORE THEY ARE DUE- The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in a letter that Maker is doing so. A prepayment of all the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

The Maker may make a full prepayment or partial prepayments. The Holder will use all of the prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Holder agrees in writing to those delays or changes. The Maker may make a full prepayment at any time. If the Maker chooses to make a partial prepayment, the Holder may require the Maker to make the prepayment on the same day that one of the monthly payments is due. Any prepayments made shall not be subject to any prepayment charge.

All parties, whether makers, endorsers, guarantors or otherwise hereby waive demand, notice and protest and assent to an extension or postponement of the time of payment or other indulgence.

Upon default of the payment of interest and principal due under this note, or the

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occurrence of any event of default under the Security Agreement and Loan Documents of near or even date, if said payment is not made or default cured within fifteen (15) days of the due date or upon default in the performance of any of the terms and conditions of this Note, if such default is not cured within thirty (30) days of written notice, the entire unpaid balance of principal and interest shall, at the option of the Holder, become due and payable at once without demand or notice.

No act of delay or omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or release to be effective only if set forth in a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

The acceptance by the Holder hereof of any payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder hereof under this Note.

All of the rights and remedies of the Holder hereof, whether evidenced hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently, and the Holder shall have no duty as to the collection or protection of any collateral held by it or the income thereon, nor as to the preservation of any rights pertaining thereto.

This Note is fully negotiable and upon negotiation shall be enforceable by the Holder in accordance with its terms.

This Note shall be governed exclusively by the laws of the State of New Hampshire. Maker hereby agrees that any action hereon or related hereto may be maintained in a Court of competent jurisdiction located in that state, and consent to the jurisdiction of any such Court for all purposes connected herewith.

In the event of a default on this Note, the Holder thereof shall be entitled in addition to all other amounts due the costs of collection, including reasonable attorneys' fees, and any other expense necessary to protect the interest of the Holder of this Note and any real estate securing this note, and such amounts shall be payable according to the terms of this Note.

Any notice required to be given under this Note shall be given in writing and sent by certified mail postage prepaid, to the last known address of the party to receive the notice or at

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such other address as may be agreed upon between the parties in writing.

This Promissory Note may be amended, extended or modified only by a writing signed by Holder and Maker. This Promissory Note is secured by the receivables and accounts of Earth Protection Systems, Inc. Security Agreement and UCC-1 Statement of near or even date.

WITNESS my hand and seal, this 9th day of October, 2008.


Witness


OSKAR H. KLENERT, PRESIDENT,
DULY AUTHORIZED
EARTH PROTECTION SYSTEMS, INC.


Witness


OSKAR H. KLENERT, PERSONALLY,

LOAN AGREEMENT

THIS AGREEMENT made this 9th day of October, 2008 by and between, EARTH PROTECTION SYSTEMS, INC., a Delaware corporation with a mailing address of [REDACTED] (referred to herein as the "Borrower" and or "Borrower") and 2008 CPR TRUST, having an address at [REDACTED] (referred to herein as the "Lender" and or "Lender")

WITNESSETH

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1.1 PURPOSE AND AMOUNT OF LOAN. Lender agrees to lend to Borrower, and the Borrower hereby agrees to borrow from Lender and repay to Lender or its assigns the principal sum of Two Million Five Hundred Thousand Dollars for the purpose of funding borrower's operations, including research, development, manufacture, sales, installation and maintenance of coastal protection and remediation systems.

Any change in the usage of funds is prohibited.

1.2 LOAN. The Loan is evidenced by a Promissory Note dated the date hereof, in the original principal amount Two Million Five Hundred Thousand Dollars. The above described obligation is hereinafter referred to as "Note and/or Loan".

1.3 SECURITY. The above Loan is secured as follows:

1.3.1 The Borrower shall execute and deliver to Lender at closing a Security Agreement and UCC's on the purchase orders, invoices and accounts receivable of Earth Protection Systems, Inc..

1.3.2 The Borrower shall assign to Lender under the terms of this Agreement purchase orders.

1.3.3 The Borrower shall execute and deliver to Lender at closing all documents necessary to perfect a secured interest in Borrower's invoices and receivables.

2. PROCEDURE FOR ADVANCES ON PURCHASE ORDERS. The proceeds of the Loan shall be advanced at such times as Borrower has assigned to Lender valid, bona fide purchase orders in an amount equal to twice the requested advance.

2.1 Borrower shall submit to Lender the principal terms of each customer's orders for written credit approval and all financial data relative to customer's creditworthiness, including all necessary authorization to examine customer's credit. Lender, in its discretion, approve in writing all or a portion of Borrower's customers' orders either by establishing a credit line limited to a specific amount for a specific customer, or by approving all or a portion of a proposed purchase order submitted by Borrower ("Approved Receivables"). No

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credit approval shall be effective unless in writing and unless the goods are shipped or the services rendered within the time specified in the written credit approval or within 90 days after the approval is given, if no time is specified. No written credit approval or terms of sale shall be changed without Lender's written approval. Lender shall have the right to withdraw its credit approval or withdraw or adjust a credit line at any time before delivery of merchandise or rendition of services. Lender shall not be liable to any person or in any manner for refusing to approve the credit of any customer.

2.2 Borrower shall execute and deliver to Lender written schedules of all Receivables sold or assigned hereunder in form satisfactory to Lender, together with copies of customer's invoices or the equivalent and upon Lender's request, conclusive evidence of delivery for all goods sold or rendition of services and all other information or documents Lender may require. Borrower's failure to execute and deliver such schedule of Receivables shall not affect the assignment of such Receivables hereunder.

2.3 All customers' invoices shall be marked indicating that the Receivable evidenced by the invoice is owned by and payable to Lender in a manner satisfactory to Lender. All remittances, checks, bills and other proceeds of sales shall be property of Lender and Borrower authorizes Lender to endorse its name on any and all checks or other forms of remittances received in payment of Receivables whenever such endorsement is deemed to be necessary by Lender to effect collection thereof. If any remittances, including deposits, are made directly to Borrower, Borrower shall hold the same in trust for the benefit of Lender and will immediately deliver to Lender the identical checks, documents, instruments or moneys received in the same form as received by Borrower. Borrower has been advised that Lender may employ a lockbox account for the deposit of remittances received in payment of Receivables, and Borrower consents thereto.

2.4 Lender may limit its acceptance of Receivables arising from sales to any one customer.

2.5 All sales or invoices shall be with full recourse to Borrower in the event of nonpayment thereof for any reason whatsoever regardless of whether or not the same was approved as to credit and Lender shall have the right to charge the same back at any time, together with interest, if any.

2.6 All customers' deposits on all sales and invoices shall be paid through or forwarded to Lender. Lender shall pay to Borrower within three business days of clearance or availability of deposit funds an amount equal to the deposit and such funds shall not be considered as part of Borrower's Receivables in the calculation of disbursement amounts under this Agreement or in the loan balance. All payments of deposit funds shall be with full recourse to Borrower in the event of a failed, revoked or dishonored payment thereof for any reason whatsoever and such amounts shall be included in the loan balance.

2.7 Borrower shall be entitled to receive any disbursement only upon acceptance of purchase orders and amounts. The Lender shall make disbursement to Borrower within two business days of submission and verification and satisfaction of all conditions to the final disbursement of the Loan. The Borrower shall be entitled to disbursement only to the extent of one half of the submitted purchase orders up to the balance remaining of undistributed funds.

2.8 Lender shall have the complete and exclusive right to payment on the submitted purchase orders and shall use such funds to pay Borrower's monthly payment under a certain Promissory Note executed contemporaneously with this Agreement, to reduce the amount of outstanding principle and pay all necessary costs and expenses incurred by Lender in connection with this Loan and authorized by this Agreement, the Promissory Note and Security Agreement.

3. CONDITIONS PRECEDENT TO THE MAKING OF THE LOAN AND DISBURSEMENTS.
Prior to the Lender making any disbursement, the Lender must receive all of the items set forth below.

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- 2.1 The Borrower has executed and delivered over the Loan Documents deemed appropriate and necessary by the Lender, including but not limited to any Security Agreements, Promissory Notes and UCC documents.
- 2.2 The truth and accuracy, as of the closing date, of all representations and warranties made herein by Borrower and the receipt by Lender of such documents as Lender has requested;
- 2.3 Borrower shall assign to Lender purchase orders, invoices or other evidence of new, unencumbered accounts receivable.
3. REPRESENTATIONS. In order to induce the Lender to make the Loan hereunder, Borrower represent and warrant in every item set forth below. Each representation is a joint and several warranty from the Borrower.
- 3.1. Borrower represents and warrants that each and every Receivable now or hereafter assigned to Lender:
- 3.1.1 represents a bona fide sale and delivery of merchandise or rendition of services to customers in the ordinary course of its business;
- 3.1.2 represents merchandise or services which have been received and accepted by Borrower's customers without dispute or claim of any kind and shall be free and clear of any offset, deduction, counterclaim, lien, encumbrance or any other claim or dispute (real or claimed), including, without limitation, claims or disputes as to price, terms, delivery, quantity or quality and claims of release from liability or because of any act of God, or a public enemy, or war, or because of the requirements of law or of rules, orders or regulations having the force of law;
- 3.1.3 will be for an amount certain payable in United States funds in accordance with the terms of the invoice covering said sale, which shall not be changed without Lender's written approval;
- 3.1.4 except for Lender's security interest therein there are no security interests, liens or encumbrances thereon and it will at all times be kept free and clear of same except in Lender's favor;
- 3.1.5 Borrower has title thereto and Borrower has the legal rights to sell, assign, transfer and set over the same to Lender;
- 3.1.6 all documents to be delivered to Lender in connection therewith will be genuine and be enforceable. Borrower agrees to indemnify Lender against any liability, loss or expense caused by or arising out of the rejection of merchandise or services or claims or deductions of every kind and nature by Borrower's customers, other than those resulting from the financial inability of Borrower's customer, whose credit standing Lender has approved, to make payment.
- 3.2 That Borrower is not a party to any action, suit or proceeding pending, or, to the knowledge of the Borrower, there is no suit threatened at law or in equity before any Court or administrative officer or agency which brings into question the validity of the transaction herein contemplated or might result in any adverse change in the business or financial condition of the Borrower.
- 3.3 That the Borrower is making this agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in a breach or constitute a default under any agreement to which Borrower is a part or result in a creation of any lien, charge or encumbrance upon any of its property or its assets, other than those created by the Loan Documents.
- 3.4 Borrower has filed all tax returns which are required to be filed and have paid or made provision for the payment of all taxes which have or may become due pursuant to said

returns or pursuant to any assessments received by them. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state or foreign, for taxes materially in excess of those already provided for and the Borrower know of no basis for any such deficiency assessment.

3.5 Borrower shall comply with all applicable federal, state and local laws, ordinances, rules, regulations and permits relating to the development, sale, installation, maintenance and monitoring of its products; and Borrower has no knowledge of any pending or threatened enforcement action, violation or investigation relating thereto. If at any time Borrower becomes aware of any violation, they shall immediately notify Lender.

3.6 The Loan Documents constitute the legally binding obligation of the Borrower.

3.7 The financial statements heretofore delivered to the Lender by the Borrower are complete and correct, and fairly presents the financial condition and results of the Borrower. There are no material liabilities, direct or indirect, fixed or contingent of the Borrower which is not reflected therein or in the notes thereto which would be required to be disclosed therein and there has been no material adverse change in the financial condition or operations of the Borrower since the date of such financial statements.

5. AFFIRMATIVE COVENANTS. Until payment in full of the Note and all of the other payments due Lender hereunder and the performance of all of the terms, conditions and provisions of this Agreement, the Security Agreement and the other loan documents, Borrower shall cause the following to be done:

5.1 Borrower will punctually pay or cause to be paid the principal and interest to become due in respect to the Note in accordance with terms thereof.

5.2 Borrower will promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on their income or profits except that Borrower shall not be required to pay any such taxes, assessments, charges, levies or claims so long as the validity thereof shall be actively contested in good faith by proper proceedings, provided that any such tax, assessment, charge, levy or claim shall be placed in escrow during such proceedings and shall be paid forthwith upon a final adjudication and order to pay from Court of competent jurisdiction.

5.3 Borrower shall deliver or cause to be delivered to the Lender annually Federal Income Tax Returns with all attach schedules to be received by the Lender within 120 days of the fiscal year end.

The Lender reserves the right to request and receive other financial information at its discretion which information shall be delivered within 45 days of the request.

5.4 Additional Assurances. From time-to-time, the Borrower will execute and deliver any and all further, or other, instruments, and perform such acts, as Lender or its counsel may reasonably deem necessary or desirable to confirm and secure to Lender all rights and remedies conferred upon Lender by the terms of this Agreement and by the Note.

5.5 If Borrower shall at any time default in making any payment of principal of or interest on the Note, Borrower agrees that they will, to the full extent permitted by law, pay to the holder of the Note, in addition to any other amounts that may be due from Borrower to such holder, an amount equal to the costs and expenses of collection or enforcement incurred by such holder in such collection. In addition, the Lender may impose upon the Borrower a delinquency charge as set forth in the Note.

6. LOAN COSTS. Borrower will pay all fees and expenses of the loan (or reimburse the Lender for the same) closing costs, legal fees, and all other expenses incidental to the Loan including but not limited to any loan origination fee.

7. EVENTS OF DEFAULT. Whenever and as often as any of the following events occur, any one of which will constitute a default by Borrower after the expiration of the applicable grace period

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in the Promissory Note and certain other documents and instruments including but not limited to this Loan Agreement, (collectively, all of such documents, instruments and agreements being herein referred to as the Loan Documents) (irrespective of whether Borrower participated in the event of default), Lender may exercise all its rights and remedies upon default as set forth herein:

7.1 If Borrower fail to comply with any of the terms, covenants or provisions contained in the Note, or any of the Loan Documents.

7.2 Borrower commits any breach of or default in the performance of its representations, warranties or covenants whether contained herein or in any instrument or document delivered pursuant hereto or in any other Agreement, instrument, or document under which it is obligated to Lender

7.3 Borrower or any Guarantor, surety or other party liable upon any Obligation

7.3.1 makes any false or untrue representation to Lender in connection with this Agreement or any transaction relating thereto;

7.3.2 become(s) unable to pay its debts as they mature;

7.3.3 make(s) a general assignment for the benefit of creditors, suspend(s) the transaction of Borrower's or any Guarantor's usual business, convene(s) or cause(s) to be convened a meeting of Borrower or any Guarantor's creditors or principal creditors or take(s) advantage of the insolvency laws of any State, or a case is commenced or a petition in bankruptcy or for an arrangement or reorganization under the Federal Bankruptcy Code is filed by or against Borrower or any such other party or a custodian or receiver (or other court designee performing the functions of a receiver) is appointed for or takes possession of Borrower's or any such other party's assets or affairs or an order for relief in a case commenced under the Federal Bankruptcy Code is entered; or

7.3.4 any Guarantor, surety or other party liable upon any Obligations shall die;

7.3.5 Borrower shall be dissolved;

7.3.6 there shall be issued or filed against Borrower, any Guarantor, surety or other party liable upon any Obligations, any tax lien;

7.3.7 any Guarantor challenges the effectiveness of or seeks or purports to terminate the effectiveness of the applicable Guaranty;

7.3.8 any Guarantor fails to comply with the provisions of the applicable Guaranty;

7.3.9 or there shall be issued or filed against Borrower any attachment, injunction, execution, or judgment which is not removed within thirty (30) days after same was issued or filed.

7.3.10 If the Borrower shall change the current ownership or management of the Borrower without the prior consent of the Lender;

7.4 Continuing Obligations. Notwithstanding any termination of this Agreement Borrower shall continue to deliver Receivables information to Lender and turn over all collections to Lender as herein provided until all Obligations shall have been fully paid and satisfied, and until then this Agreement shall remain in full force and effect as to and be binding upon Borrower, and Lender shall be entitled to retain its security interest in all existing and future Receivables and other security and collateral.

8. RIGHTS AND REMEDIES.

8.1 Remedies. Upon the occurrence of any of the Events of Default specified in Section 7 hereof, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code and other applicable laws with respect to all collateral in which it has a security interest, such rights and remedies being in addition to all of its other rights and remedies provided for herein.

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8.2 Lender may sell or cause to be sold any or all of such collateral, in one or more sales or parcels, at such prices and upon such terms as it may deem best, and for cash or on credit or for future delivery, without its assumption of any credit risk, and at a public or private sale as it may deem appropriate. Unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. At any such sale, Lender may disclaim warranties of title, possession, quiet enjoyment and the like and any such disclaimer shall not affect the commercial reasonableness of the sale. The requirements of reasonable notice shall be met if any such notice is mailed, postage prepaid, to Borrower's address shown herein, at least five (5) days before the time of the sale or disposition thereof. Lender may invoice any such sale in Lender's name or in Borrower's name, as Lender may elect, as the seller, and in such latter event such invoice shall be marked payable to Lender as provided in Section 1.4 hereof. Lender may be the purchaser at any such public sale and thereafter hold the property so sold at public sale, absolutely, free from any claim or right of any kind, including any equity of redemption. The proceeds of sale shall be applied first to all costs and expenses of, and incident to, such sale, (including attorneys' fees), and then to the payment (in such order as Lender may elect) of all Obligations. Lender will return any excess to Borrower and Borrower shall remain liable for any deficiency.

8.3 No failure by Lender to give notice of its election to exercise its rights hereunder or under any other agreement shall operate or be deemed a waiver thereof, nor a continuing waiver thereof nor shall a failure to give notice on one occasion preclude its right to give such notice of said default at a later time.

8.4 Borrower jointly and severally shall pay all costs, expenses, charges, including attorney's fees, incidental to or relating to the Loan and to the collection thereof and to the foreclosure of the Loan Documents, including but not limited to, title examination fees, recording and filing fees, appraisals, site inspection fees, auction fees and costs of advertising.

9. NOTICES. All notices, demands and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner,

BORROWER(S):

EARTH PROTECTION SYSTEMS, INC.
[REDACTED]

LENDER:

2008 CPR TRUST
DONALD DODGE, PRESIDENT
DODGE FINANCIAL, INC.,
[REDACTED]

SERVICER:

C, L & M, INC.
P.O. BOX 1633
Gilford, New Hampshire 03247

and shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to Lender and Borrower with ten days of any change affecting this provision.

10. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS. All representations and warranties contained herein shall survive the execution and delivery of this

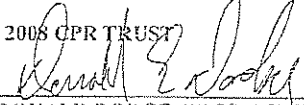
Agreement and of the Note and the Security Agreement and other Loan Documents.

11. CONSTRUCTION AND AMENDMENT. This Loan Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. This Agreement may not be changed, amended or terminated orally but only by agreement in writing and signed by the party against whom enforcement of any change, amendment or termination is sought.
12. SUCCESSORS AND ASSIGNS. All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith shall, whether so expressed or not, bind and inure to the benefit of the successors and assigns of the Borrower and Lender.
13. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. NO WAIVER; REMEDIES CUMULATIVE. No exercise, partial exercise, failure or delay on the part of the Lender in exercising any power or right hereunder, or under the Note, Security Agreement or the Loan Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein or in the Note, Security Agreement or the Loan Documents is intended to be exclusive, to any other remedy, and each and every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise, may be sought by the enforcing party.
15. EXECUTION BY ADDITIONAL PARTIES OR GUARANTY. When any party other than those named at the outset of this Agreement join in the execution hereof, they have done so for the purpose of consenting to all of the terms and conditions hereof and agree by such execution to be bound hereby. Any party who has signed this Agreement as Guarantor shall be deemed to have guaranteed performance by Borrower of all of its obligations hereunder and under the Note, Security Agreement and Financing Statements, and all such persons or entities who have signed as Guarantor shall be deemed to have made such guaranty unconditionally, and they shall be jointly and severally liable for the performance by Borrower of all of such obligations.
16. GOVERNING LAW. This Agreement and the Note, the Security Agreement and other Loan Documents shall be governed by and interpreted in accordance with the laws of the State of New Hampshire.
17. ENFORCEABILITY. In the event that any provision of this Agreement or any other instrument executed at closing or the application thereof to any person or circumstances shall be declared unenforceable by a Court of competent jurisdiction, the remainder of such agreement shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

WITNESS our hands the date first above written.

LENDER:

2008 CPR TRUST


DONALD DODGE, PRESIDENT,
DODGE FINANCIAL
TRUSTEE, DULY AUTHORIZED

BORROWER(S):

EARTH PROTECTION SYSTEMS, INC.


OSKAR H. KLENERT, PRESIDENT,
DULY AUTHORIZED

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into as of October 9, 2008, by and between Earth Protection Systems, Inc., a Delaware corporation (the "Borrower"), and 2008 CPR Trust, ("Secured Party").

RECITALS

A. Borrower has borrowed funds from Secured Party pursuant to a Two Million Five Hundred Thousand Dollars (\$2,500,000.00) Secured Promissory Note of even date herewith (the "Note").

B. As security for its repayment obligations under the Note, Borrower has agreed to grant Secured Party a security interest in all of its Receivables whether now existing or hereafter arising without any further act or instrument on the terms set forth in this Security Agreement.

NOW, THEREFORE, to that end and in consideration of the promises, covenants and agreements set forth below, and the mutual benefits to be derived from this Security Agreement, and other good and valuable consideration, the parties hereto agree as follows:

1. SECURITY INTEREST. To secure the "Obligation" (as defined below), Borrower hereby transfers, conveys, assigns, and grants to Secured Party a security interest in all of Borrower's Receivables, as hereinafter defined (the "Collateral"):

(a) RECEIVABLES (INCLUDING ACCOUNTS RECEIVABLE). All of Borrower's Receivable, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. For all purposes hereof, the term "Receivables" shall mean and include all accounts, contract rights, general intangibles, chattel papers, instruments, documents and all forms of obligations owing to Borrower arising from or out of the sale of merchandise and/or the rendition of services, all proceeds thereof, all Borrower's: a) rights to merchandise represented thereby; b) rights under insurance policies covering merchandise or services; c) rights against carriers of said merchandise; and d) right, title,

security interests and guarantees with respect to each Receivable, including all rights of replevin and reclamation and stoppage in transit and all other rights of an unpaid seller of merchandise or services.

(b) CHATTEL PAPER, DOCUMENTS AND INSTRUMENTS. All of Borrower's right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Borrower or Secured Party, together with all proceeds therefrom. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the Massachusetts Uniform Commercial Code.

(c) WARRANTIES AND REPRESENTATIONS. Borrower represents and warrants that each and every Receivable now or hereafter assigned to Lender: a) represents a bona fide sale and delivery of merchandise or rendition of services to customers in the ordinary course of its business; b) represents merchandise or services which have been received and accepted by Borrower's customers without dispute or claim of any kind and shall be free and clear of any offset, deduction, counterclaim, lien, encumbrance or any other claim or dispute (real or claimed), including, without limitation, claims or disputes as to price, terms, delivery, quantity or quality and claims of release from liability or because of any act of God, or a public enemy, or war, or because of the requirements of law or of rules, orders or regulations having the force of law; c) will be for an amount certain payable in United States funds in accordance with the terms of the invoice covering said sale, which shall not be changed without Lender's written approval; d) except for Lender's security interest therein, there are no security interests, liens or encumbrances thereon and it will at all times be kept free and clear of same except in Lender's favor; e) Borrower has title thereto and Borrower has the legal rights to sell, assign, transfer and set over the same to Lender; f) all documents to be delivered to Lender in connection therewith will be genuine and be enforceable. Borrower agrees to indemnify Lender against any liability, loss or expense caused by or arising out of the rejection of merchandise or services or claims or deductions of every kind and nature by Borrower's customers, other than those resulting from the financial inability of Borrower's customer, whose credit standing Lender has approved, to make payment.

(d) CHARGEBACKS. In the event of Borrower's breach of any of the foregoing representations and/or warranties, Lender shall have, in addition to all other rights under this Agreement, the right to chargeback to Borrower immediately the full amount of the

Receivables affected thereby together with interest, but such chargeback shall not be deemed a reassignment thereof, and Lender shall retain a security interest in such Receivable and in the merchandise represented thereby until such Receivable is fully paid, settled or discharged and all Borrower's Obligations (as hereinafter defined) to Lender are fully satisfied. Lender shall not, however, have the right to chargeback to Borrower any Approved Receivable which is unpaid solely because of such customer's financial inability to pay.

2. **OBLIGATION.** This security interest is given as security for all indebtedness and obligations owed by Borrower to Secured Party, whether now existing or hereafter incurred, under this Security Agreement or the Note, together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

3. **PROCEEDS.** As used in this Security Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein.

4. **TITLE; FILING.** Borrower warrants that, except as previously disclosed in writing to Secured Party, it is the owner of the Collateral free and clear of all liens, claims, and encumbrances of whatever kind or nature. Borrower covenants that so long as any portion of the Obligation remains unpaid, Borrower will not execute or file a financing statement or security agreement covering the Collateral to anyone other than Secured Party, except in the ordinary course of business or as otherwise allowed. Borrower agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Secured Party may from time to time require to comply with the Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statements or instruments. In addition, Borrower shall promptly file a financing statement to perfect Secured Party's interest in the Collateral.

5. **COLLECTION OF RECEIVABLES AND ACCOUNTS.** In order to facilitate the collection of the Borrower's Receivables and repay said obligation to Lender in a timely manner the parties agree to collection of accounts as follows:

(a) Borrower hereby agrees to assign, and does hereby assign, to Lender, and Lender hereby agrees to accept Borrower's Receivables whether now existing or hereafter arising without any further act or instrument.

(b) Collection of Accounts. Lender shall have the absolute right to collect Borrower's Receivables. Lender shall pay to Borrower as a disbursement under a certain Loan Agreement executed contemporaneously with this Agreement an amount equal to one-half the net amount thereof, as herein defined, of the Receivables. As used herein, the term "net amount" of Receivables shall mean the gross amount of Receivables less returns, allowances and discounts to, or taken by, customers upon shortest or longest selling terms, as Borrower may elect. All amounts collected on the Receivables, less: a) any sums advanced, remitted or otherwise paid to Borrower or for Borrower's account or debited to Borrower's account; and b) any other charges authorized hereunder, shall be applied to Borrower's monthly obligation under Note by Lender three (3) business days after the collection of the Receivables (the "Payable Date"). The balance of any funds in the hands of Lender shall be paid to Borrower by Lender within three (3) business days.

(c) Chargebacks. In the event of nonpayment thereof for any reason whatsoever regardless of whether or not the same was approved as to credit Lender shall have the right to charge the same back at any time, together with interest, if any.

6. DEFAULT. A default hereunder will occur if any of the following events occur: (1) Borrower fails to pay any portion of the Obligation when due; (2) Borrower fails to perform any undertaking or materially breaches any warranty or covenant in this Security Agreement or the Note; (3) any statement, representation or warranty of Borrower under this Security Agreement or the Note is untrue in any material respect when made; (4) Borrower becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against it alleging that it is insolvent or unable to pay its debts as they mature; (5) dissolution of Borrower; (6) an attachment, garnishment, execution or other process is issued or a lien filed against any property of Borrower, which is not removed within a reasonable period of time; and (7) Borrower transfers an interest in any of the Collateral contrary to the provisions of this Security Agreement without the prior written consent of Secured Party other than in the ordinary course of business. Waiver of any default will not constitute a waiver of any other or subsequent default.

7. REMEDIES. Upon the occurrence of any default hereunder at any time thereafter, all of the Obligation will, at the election of Secured Party and without notice of such election, or

demand for payment, become immediately due and payable and Secured Party will have the remedies of a secured party under the New Hampshire Uniform Commercial Code or other applicable law.

8. GENERAL. The waiver by Secured Party of any breach of any provision of this Security Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Borrower may not assign its rights or delegate its duties hereunder without Secured Party's written consent. This Security Agreement may not be altered or amended except by a writing signed by all the parties hereto. This Security Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Security Agreement binds Borrower, its successors and assigns, and inures to the benefit of Secured Party, its successors and assigns.

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

BORROWER: Earth Protection Systems, Inc.

By:



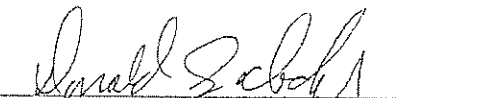
Oskar H. Klehert

Its:

President

SECURED PARTY: 2008 CPR Trust

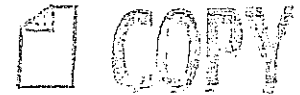
By:



Donald Dodge, President, Dodge Financial, Inc.

Its:

Trustee

 COPY

DECLARATION OF TRUST
OF
2008 CPR TRUST

I, Donald Dodge, President, duly authorized of Dodge Financial, Inc., PO Box 7017, Gilford, NH 03247, hereinafter called the "Trustee" DO HEREBY DECLARE that I and my successors in trust hereunder will hold and administer any and all property and interests in property, hereinafter called the "Trust Property", delivered or transferred to me as Trustee, and I will hold any proceeds from such property payable to me as Trustee, IN TRUST, for the sole benefit of the persons and their successors in interest, hereinafter called the "Beneficiaries", who are set forth in a separate schedule, hereinafter called the "Schedule of Beneficial Interests", signed and acknowledged by the Trustee and the Beneficiaries, in the proportions therein contained and for the purposes, in the manner, and with, and subject to the terms and provisions, hereinafter set forth.

ARTICLE I
TITLE OF TRUST: RECORDING

- A. This Declaration of Trust, hereinafter called the "Trust", shall be known as the 2008 CPR Trust and under that name, so far as legal, convenient and practicable, shall, all business carried on by the Trustee be conducted and shall all instruments in writing by the Trustee be executed. The Trustee may be referred to as the "Trustee".
- B. This Trust may be recorded in any Registry of Deeds or other public office.

ARTICLE II
PURPOSE OF TRUST: CERTAIN COVENANTS OF THE TRUSTEE

- A. This Trust has been created to purchase, acquire, sell, develop, construct, hold, improve, manage, finance and generally invest in all kinds of real and personal property, including but not limited to receivables and accounts, and for the purpose of sharing among the Beneficiaries, in accordance with the proportions set forth in the Schedule of Beneficial Interests, the benefits of any and all investments, distributions and/or income, gains and profits derived from the Trust Property net of Trust expenses. The Trustee shall hold the principal of this Trust and receive the distributions and income therefore for the exclusive benefit of the Beneficiaries.

- B. The Trustee do hereby covenant and agrees with the Beneficiaries that they will hold, manage and administer the Trust Property and the income, gains and profits therefrom, subject to the terms and provisions of this Trust. All property hereinafter delivered to the Trustee and accepted by them, including any and all of the proceeds from such property shall be held, managed and administered by the Trustee in trust for the purposes and upon the terms and provisions set forth herein.

ARTICLE III
RIGHTS RESERVED BY THE BENEFICIARIES

- A. This Trust may, at any time or from time to time, be altered, amended, revoked or terminated, in whole or in part, by two-thirds of the Beneficiaries. The Trustee shall, if directed in writing by two-thirds of the Beneficiaries, transfer, convey, and pay over to all of the Beneficiaries, or as they may direct in writing, all or any portion of the Trust Property then held hereunder and, in case of any alteration or amendment of this Trust, the Trustee shall thereafter hold the Trust Property for the purposes and upon the terms and provisions as so altered or amended.
- B. Any alteration, amendment, revocation or termination of this Trust pursuant to this ARTICLE III shall become effective when an instrument, signed and acknowledged by the Trustee, is recorded in the Registry of Deeds or other public office where this Trust is recorded.
- C. Any third party dealing with the Trustee shall always be entitled to rely upon a certificate in writing, signed and acknowledged by the Trustee, as to what, if any, alteration, amendment or modification has been made to this Trust and as to who are the present Trustee.
- D. The Schedule of Beneficial Interests may be altered, amended or modified in any of its provisions by means of an instrument in writing, signed and acknowledged by all of the Beneficiaries so affected by the change and such alteration, amendment or modification shall become effective upon the signed and acknowledged written acceptance of the Trustee hereunder. The Schedule of Beneficial Interest shall not be recorded in any Registry of Deeds or other public office.
- E. If any one or more of the Beneficiaries shall die or become physically or mentally disabled, (a) the Executor, Administrator or other persons representative of a deceased Beneficiary or (b) the legal representative of a physically or mentally disabled Beneficiary, as the case may be, shall have the full power and authority to exercise the foregoing rights reserved by the Beneficiaries under this ARTICLE III.

ARTICLE IV
PROVISIONS FOR THE BENEFIT OF THE BENEFICIARIES

- A. During the term of this Trust, the Trustee shall hold, administer and distribute the Trust Property. The Trustee shall receive and collect the income and proceeds of the Trust Property and, after paying all proper and reasonable charges and expenses, he

may, in his sole and absolute discretion, make distribution of part of or all of the net income, or of the principal of this Trust, to or for the benefit of the Beneficiaries, in the proportions set forth in the Schedule of Beneficial Interests, whenever the Trustee deems such distributions to be advisable, even to the extent of exhausting the entire Trust Property if that, in his sole and absolute discretion, should be considered advisable. Unless so distributed to the Beneficiaries by the Trustee, the net income of this Trust shall be added to the principal annually. The Trustee shall also make distributions of such part or all of the net income or of the principal of this Trust, as the two-thirds of the Beneficiaries, may from time to time request in writing.

- B. The interest of any of the Beneficiaries hereunder, either as to income or principal, shall not be anticipated, attached, alienated or in any other manner assigned, transferred or pledged, or promised prior to its receipt, nor shall it be applied to or held liable for any debts or obligations of any of the Beneficiaries or be taken or reached by or be subject to any legal, equitable or other process, including any insolvency or bankruptcy proceedings, or be subject to the interference or control of creditors, spouses or others in any way or manner.
- C. Notwithstanding anything herein contained to the contrary, unless sooner terminated, as provided in ARTICLE III, this Trust shall terminated twenty (20) years after the death of the original Trustee and upon such termination, the successor Trustee shall pay over, transfer and convey the Trust Property, free and discharged of all trusts hereunder, to the Beneficiaries, in accordance with their proportionate interests as set forth in the Schedule of Beneficial Interests; provided however, that it shall be the duty of the Trustee, and his powers shall continue for that purpose, to prosecute and defend all suits and other proceedings at the time of such termination, and to transfer and convey the net proceeds of any additional Trust Property acquired thereby to the Beneficiaries and thereupon terminate this Trust, but the Trustee may always retain such part of the Trust Property as he shall deem necessary to indemnify himself against costs and expenses of such proceedings and against such judgments or decrees as have been or may be entered against him.

ARTICLE V PROVISIONS RELATING TO THE TRUSTEE

- A. The Trustee shall signify his assent to act as Trustee by affixing his signature, duly acknowledged, to this Trust. This assent shall qualify the Trustee and shall be a condition precedent to the right to act as Trustee.
- B. The Trustee shall render an account of the administrations of this Trust, upon the request of those Beneficiaries who were eligible to receive distributions during the period covered by the account. The assent by two-thirds of the Beneficiaries who, for the period of any accounting, were entitled or eligible to receive distributions from this Trust and who were of full age and legal capacity shall, in the absence of fraud, make such account final, binding and conclusive upon all persons then

having, or who may thereafter have any interest in the Trust Property. The failure of any such person to object to any such account by writing, delivered personally, or by certified mail, to the Trustee within sixty (60) days of receipt of a copy of the account, shall be deemed to be an assent by such person. The assent of the Administrator, Executor or legally appointed representative of the estate of a deceased Beneficiary, shall be final, binding and conclusive upon all persons then having, or who may thereafter have any interest in the Trust Property.

- C. In the event that a Trustee shall resign or be removed, or in the event that any vacancy shall otherwise occur in the office of Trustee, whether by death, mental or physical incapacity or other permanent inability to act in said office, then a successor Trustee may be appointed within sixty (60) days by a writing signed by two-thirds of the Beneficiaries. Any successor Trustee hereunder shall attach his or its written acceptance, duly acknowledged, of the trusts herein created to an original copy of this Trust. The appointment of a successor Trustee shall take effect upon written acceptance of such appointment is signed and acknowledged by such successor Trustee. Any successor Trustee shall be vested with title to the Trust Property, without the necessity of any act of transfer or conveyance, he or it shall have all of the power, authority and discretion conferred upon the original Trustee, and he or it shall not be responsible for the acts or omissions or the accounts of any prior Trustee.
- D. Any Trustee, at anytime serving hereunder, may resign as Trustee by delivering personally, or by certified mail, to all the Beneficiaries and to every other Trustee, an instrument in writing setting forth such resignation, duly signed and acknowledged by the resigning Trustee, giving at least thirty (30) days written notice prior to the effective date of such resignation. The notice of resignation of a Trustee shall be recorded by the remaining Trustee or Trustee in the Registry of Deeds or other public office where this Trust is recorded. Any Trustee, at any time serving hereunder, may disclaim or release any power, authority, or discretion hereunder, in whole or in part, by delivering personally, or by certified mail, to all of the Beneficiaries and to every other Trustee, an instrument in writing setting forth such disclaimer or release, duly signed and acknowledged by such Trustee. Said disclaimer or release may be for such period of time as such Trustee may specify without, in any way, affecting the continuing of this Trust, or the power, authority or discretion of any other Trustee.
- E. Two-thirds of the Beneficiaries may remove any Trustee, at any time serving hereunder, by delivery personally, or by certified mail, to said Trustee an instrument in writing signed by them, providing at least thirty (30) days notice of removal. Following the delivery of the notice of removal, an instrument in writing, specifying the name of the Trustee so removed, signed and acknowledged by the remaining Trustee or Trustee, shall be recorded in the Registry of Deeds or other public office where this Trust is recorded.
- F. The resignation, removal, death or incapacity of a Trustee shall not terminate this Trust. If any Trustee shall, at any time, be temporarily mentally or physically incapacitated to perform his fiduciary duties and responsibilities, it shall be necessary for him to resign or be removed for this Trust to continue in operation, but

the remaining Trustee or Trustee may fulfill all fiduciary duties and responsibilities during such temporary absence or incapacity as though the Trustee so absent or incapacitated were deceased at that time and had no successor. Any Trustee, at any time serving hereunder, may, for the duration of any temporary absence from the United States of America on his part, or of any temporary mental or physical incapacity or for a specified period which he expects to be the duration of any such absence or incapacity, authorize the other Trustee or Trustee in a writing, duly acknowledged, to perform his fiduciary duties and responsibilities during such absence or incapacity or during such specified period, as though the Trustee so absent or incapacitated were deceased at that time and had no successor, but with power, however, to act on behalf of and in the name of the Trustee so absent or incapacitated. Such authority may be revoked in a writing, duly acknowledged, at any time.

- G. No purchaser or other person dealing with the Trustee or any Trustee purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with this ARTICLE V or any part or parts of it, need to inquire into the existence of facts upon which such purported power or authority depend or into the question of whether such purported power or authority remains in effect at such time.
- H. Any act or thing done by the Trustee, or by an agent of this Trust under written authority from the Trustee, shall, as to all persons dealing with the Trustee, be conclusively deemed to be within the purposes of this Trust and within the powers of the Trustee. No purchaser, lender, individual, firm, corporation, association, partnership, trust or any other legal entity, or any officer or agent thereof, dealing with the Trustee, shall be bound to make any inquiry concerning the validity of any sale, mortgage, pledge, guaranty, loan or purchase purporting to be made by the Trustee or be liable for the application of any money paid or loaned.
- I. A written certificate, duly acknowledged by anyone who appears from the original Trust or any amendment thereof to be Trustee, as to any facts relative to this Trust, or as to who are the Beneficiaries hereunder, may always be relied upon and shall always be conclusive evidence in favor of any purchaser, lender, individual, firm, corporation, association, partnership, trust or any other legal entity, or any officer, or agent thereof, and any other person dealing in good faith with the Trustee in reliance upon such statement.
- J. No Trustee, at anytime serving hereunder, shall be required to give any bond or other security for the faithful performance of such Trustee's duties in any jurisdiction whatsoever or, if any such bond shall be required, no surety shall be required thereon. No Trustee shall be liable or responsible in any way for any act or default of any other Trustee or for any loss or expense from or occasioned by anything done or neglected to be done by any other Trustee.
- K. The Trustee shall keep proper books, accounts and records of this Trust at all times. The fiscal year of this Trust shall be the calendar year and the Trustee shall prepare and file all federal and state income tax returns in accordance with such fiscal year. The Trustee shall maintain a mailing address for this trust at PO Box 7017, Gilford,

New Hampshire 03247, but additional mailing addresses may be maintained at locations as may, from time to time, be designated by the Trustee.

ARTICLE VI TRUSTEE'S POWERS

The Trustee shall have all powers conveyed to Trustee under the Uniform Trustee' Powers Act - State of New Hampshire RSA 564-A.

- A. It is the intention of the Beneficiaries to give the Trustee wide discretion in matters of management of the Trust Property and the foregoing enumeration of powers is not intended to exclude other powers reasonably incidental to such management.
- B. All powers and authorities granted to the Trustee and all acts performed by him in accordance with such powers and authorities, shall be exercised by the Trustee in his sole and absolute judgment and discretion.
- C. In any case in which the Trustee is required to divide or distribute the Trust Property in parts or portions, the Trustee is authorized and empowered, in their sole and absolute discretion, to make such divisions of distributions in cash or in kind, or partly in each.
- D. The Trustee shall be entitled to receive reasonable compensation for his services. He shall be entitled to be reimbursed out of the Trust Property and, until being reimbursed, shall have a lien on such Trust Property for all costs, expenses and liabilities he may suffer or incur by reason of his fiduciary duties and responsibilities hereunder. No Trustee shall ever be personally liable or responsible for any act or omission or for any involuntary losses or for any loss or damage except as caused by his own individual bad faith or actual fraud. The Trustee may, from time to time, consult with and employ counsel with respect to the management and operation of this Trust and with respect to the exercise of powers given to the Trustee, and he may act on the advice of such counsel without incurring liability on account of any such action. No Trustee shall be liable for, nor shall he or it be obliged to inquire into, the acts, defaults or omissions of any other Trustee or any prior Trustee hereunder.
- E. Any Trustee, at any time serving hereunder, may authorize, in writing, duly acknowledged and delivered to all other Trustee, any other Trustee or Trustee to act in his place, as Trustee, in the exercise of the powers, authorities and discretions granted herein, and said deputed authority shall continue for the period specified in said writing, but may be revoked at anytime by a writing, duly acknowledged. No purchaser or other person dealing with the Trustee, purporting to act under said deputation in writing, shall be required to inquire into the propriety of the grant thereof or into the question of whether said deputation is still validly in effect. Any Trustee may give, from time to time, as occasion and convenience may require, a duly executed revocable power of attorney to any other Trustee or Trustee to act in

his place and to execute in his name, as Trustee, any instrument, document, or deed of conveyance which the Trustee is authorized by this Trust or by law to execute.

- F. Where more than one Trustee shall serve this Trust, then, in the exercise of any and all powers and on all matters and questions under this Trust, the assent of two of the Trustee shall be required. Any act required to be performed by the Trustee may be performed on their behalf by one Trustee, if he is authorized to perform such act by a writing, signed and duly acknowledged by two of the other Trustee. Any such writing shall be valid and effective, whether or not recorded in any Registry of Deeds or other public office. All checks must be signed by one of the Trustee.
- G. No person or corporation dealing with the Trustee shall, in any manner, be affected by an alteration, amendment or modification of this Trust without actual or constructive knowledge of the same, and shall always be entitled to rely upon a written certificate, signed and acknowledged by the Trustee (a) as to what, if any, alteration, amendment or modification has been made to this trust, (b) as to who is the present Trustee or Trustees, and (c) as to any action taken by the Trustee or any other fact affecting this Trust or the Trust Property. Such certificate may be recorded in any Registry of Deeds or other public office.
- H. The Trustee may, from time to time, adopt and use a form of seal for this Trust.

ARTICLE VII LIMITED LIABILITY OF TRUSTEE AND BENEFICIARIES

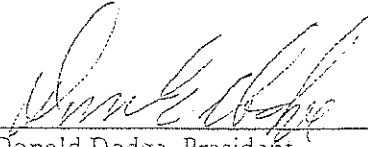
- A. No Trustee shall ever be personally liable for any obligation or liability of this Trust. Each Trustee shall be entitled to reimbursement out of the Trust Property for obligations incurred on behalf of this Trust. Any purchaser, lender, individual, firm, corporation, association, partnership, trust or any other legal entity, or any officer or agent thereof, contracting with the Trustee shall look only to the Trust Property for payment under said contract or for payment of any claim debt, mortgage, damage, judgment or decree, or for any money that otherwise may become due and payable by reason of any failure to pay on the part of the Trustee and no Trustee shall be personally liable therefore.
- B. This Trust is intended to create a trust and not a partnership. The Trustee shall have no power to act as agent for the Beneficiaries, in their individual capacities as such and shall not bind them. None of the Beneficiaries shall be personally liable for any obligation or liability incurred by this Trust or by the Trustee on behalf of this Trust.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

- A. This Trust has been created and is executed in the State of New Hampshire. All questions concerning the meaning, interpretation and intention of the terms and provisions of this Trust, its validity, construction, effect and administration, and all questions relating to the performance of the Trustee, shall be governed by, interpreted, judged and resolved in accordance with the laws of the State of New Hampshire, except with respect to such parts of the Trust Property as are required by law to be governed by the laws of some other jurisdiction, in which case the laws of such other jurisdiction shall govern. If any term, condition right, power, privilege or other provision of this Trust, or the administration of any provision, is adjudicated invalid by court of competent jurisdiction, or should otherwise be deemed unenforceable or invalid, for any reason whatsoever, the remaining provisions of this Trust shall not be affected in any way and shall continue to be fully effective.
- B. Any controversy arising under this Trust may be submitted to any court of competent jurisdiction within the State of New Hampshire and the final adjudication thereof shall be conclusive as to all parties.
- C. The word "Trustee" as used herein, shall be construed to mean the Trustee or any Trustee, corporate or otherwise, at any time acting hereunder, including any successor or additional Trustee. The words "two-thirds of the Beneficiaries" as herein used shall be construed to mean two-thirds of the total beneficial interest of all the Beneficiaries under this Trust.
- D. The words "Trust Property", as used herein shall be construed to mean all property, real and personal, at anytime held by the Trustee hereunder, including any property that may hereafter be conveyed or delivered to him.
- E. Masculine, feminine and neuter pronouns and the words "Trust", "Trustee" and "Trustee" shall include all other genders, and singular shall include the plural, and vice versa, whenever the context and facts require such construction.
- F. Any notices required to be given in writing to the Trustee shall be delivered to him personally, or by certified mail, at the address of this Trust, as set forth in ARTICLE V. Any notices required to be given in writing to the Beneficiaries shall be delivered to each of them personally, or by certified mail, at their respective residence addresses, as they shall appear on the books and records of this Trust.
- G. This Trust may be executed in any number of counterpart copies, each of which shall be deemed to be an original for all purposes.

IN WITNESS WHEREOF, I, Donald Dodge, President, duly authorized of Dodge Financial, Inc., have hereunto set my hand and seal as Trustee hereunder, this 13th day of October, 2008, and I do hereby acknowledged receipt of the 2008 CPR Trust. I accept and agree to carry out all of the terms and provisions hereof.


Witness

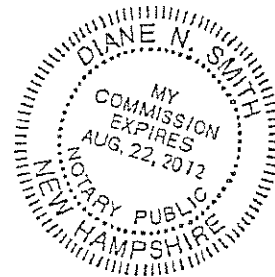

Donald Dodge, President,
duly authorized of Dodge Financial, Inc., Trustee

THE STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 13th day of October, 2008 before me, the undersigned officer, personally appeared, Donald Dodge, President, duly authorized of Dodge Financial, Inc. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his voluntary free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public/~~Justice of the Peace~~
My commission expires: _____



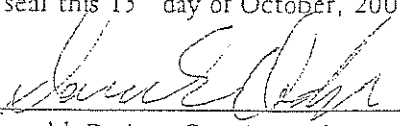
SCHEDULE OF TRUST BENEFICIARIES
OF
2008 CPR TRUST

The following named persons are the beneficiaries of 2008 CPR Trust, and as such are entitled to the earnings, avails and proceeds of the trust property according to the respective interests herein set forth:

Name	Address	Interest
Arnold Olsen	[REDACTED]	1.2000%

WITNESS the execution hereof under seal this 13th day of October, 2008.

[REDACTED]
Witness


Donald Dodge, President, duly authorized of Dodge Financial, Inc., Trustee

THE STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 13th day of October, 2008 before me, the undersigned officer, personally appeared, Donald Dodge, President, duly authorized of Dodge Financial, Inc., Trustee of 2008 CPR Trust, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his voluntary free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[REDACTED]
Notary Public/Justice of the Peace
(SEAL)



Settlement Statement

Borrower: Earth Protection Systems, Inc..

Lender: 2008 CPR Trust

Settlement Date October 9, 2008

	Description	Payee	Amount
1.	Principal Amount of New Loan		\$2,500,000.00
2.	Loan Origination Fee	Financial Resources National, Inc.	0.00
3.	Interest from October 9, 2008 to October 30, 2008	2008 CPR Trust	32,876.71
4.	Document Preparation	Law office of Gould & Burke	1,500.00
5.	Balance of Proceeds	Earth Protection Systems, Inc.	\$2,465,623.29

Date:

10/9/08


Oskar H. Klenert, President duly authorized
Earth Protection Systems, Inc.

EARTH PROTECTION SYSTEMS, INC.
RESOLUTION OF THE SHAREHOLDERS

Pursuant to a special meeting of the shareholders of the corporation to consider the financing of the company's operations through the use of its receivables and accounts and to authorize the president to conclude the transaction on certain terms. It was resolved that the members of limited liability company authorize the president Oskar H. Klenert on behalf of the corporation to pledge, assign and transfer the corporations rights to its receivables and accounts and otherwise pledge the assets of the corporation and to obtain a loan in the amount of \$2,500,000.00. The board authorizes Oskar H. Klenert to do all things necessary to convene the finance of the corporation, to incur debt and undertake debt obligations on behalf of the corporation and pledge assets now owned by the corporation or hereafter acquired and to execute all documents on behalf of the corporation. Further, Oskar H. Klenert as president is authorized to borrow money from 2008 CPR Trust under such terms and conditions as he in his discretion may deem advisable, and in connection therewith to make, execute, endorse and deliver any notes, security, loan and other agreements or obligations of the corporation, and as security therefore, to assign the receivables and accounts and otherwise pledge the assets of the corporation.

The foregoing authority shall remain in full force and effect until written notice of his revocation or amendment is duly received by the Lenders.

Dated at Meredith, New Hampshire this 27th day of October, 2008.

10/6/08
Date


Oskar H. Klenert,
SOLE SHAREHOLDER
EARTH PROTECTION SYSTEMS, INC.

ASSIGNMENT OF PURCHASE ORDER

FOR VALUE RECEIVED, Earth Protection Systems, Inc., a Delaware corporation ("Assignor") hereby assigns, transfers and delivers to 2008 CPR Trust ("Assignee") all of Assignor's right, title and interest in, to and under that certain Purchase Order, identified as follows, for the purposes, and pursuant to the terms and conditions of that certain Loan Agreement, Security Agreement and other loan documents dated October 9, 2008, between Assignor and Assignee:

Assignor's P.O. No.: _____

Customer Name: _____

P.O. Date: _____

Earth Protection Systems, Inc.

By: _____

Oskar H. Klenert

Title: PRESIDENT, duly authorized

6624

ATTACHMENT "A"

Loan Servicing Agreement - Account Authorization

Arnold H. Olsen

Lender Name

BORROWER / LOAN INFORMATION

Borrower's Name: Earth Protection Systems, Inc.

Secured by: EPS, Inc. Security Agreement and UCC-1 Statement of near or even date

Total Loan Amount: \$2,500,000

Interest Rate: 20%

Date of Note: 10/09/08

Maturity Date: 11/01/09

Lender's Ownership Percentage: 1.199999904%

Lender's Dollar Amount: \$30,000

Mo. Payment: \$500.00

Payment Breakdown: Interest: \$500.00

Principal: _____

Until further notice "CHECKS" from "COMPANY" to the "LENDER" should be made

Payable To: Arnold H. Olsen

Address: _____

City, State, Zip: _____

Phone: _____

Note: As of the date of closing all real estate taxes are current. There ☐ are, There ☒ are not real estate taxes being escrowed by the loan servicing company.

Lender's Acknowledgment:

I/We the undersigned, hereby understand the above information and acknowledge that this attachment is incorporated into the Loan Servicing Agreement-Account Authorization, dated _____, 20____, between the Loan Servicing Company and me/us.

Date: 10-21-08

Lender: _____

Arnold H. Olsen

Soc. Sec. _____

Paid by CHK
1680
7/14/08