



November 16, 2012

VIA USPS MAIL

Downstream Environmental, LLC
2222 Bissonnet, Suite #103
Houston, TX 77005
(713) 520-8113

Ms. Mary Wimbish,

As Rey has discussed, we believe that Downstream Environmental, LLC has breached Paragraph 22 of the Lease, which requires Tenant to not directly or indirectly, solicit other inquiries or offers relating to, or entertain, negotiate or consummate ANY, financing transaction in substitution or in lieu of this Lease or otherwise relating to the Leased Property or similar property contemplated by this Lease.

Moreover, Tenant is required to immediately notify Landlord of any material change in the facts regarding this transaction. Soliciting financing options for your truck and bioreactors while we are processing your financing request would certainly constitute such a material change in fact.

Pursuant to Paragraph 11 and Paragraph 18 of the Lease, Landlord is entitled to certain remedies in the event that Tenant breaches any of its obligations under the Lease, including, without limitation, to terminate the Lease and retain the entire Deposit (to the extent paid or then due and owing).

In light of the foregoing breaches and in accordance with Paragraph 11 and Paragraph 18 of the Lease, Landlord will continue processing the Lease; however, Landlord reserves its right to terminate the Lease and retain the deposit in accordance to the terms stipulated in the Lease.

Sincerely,

Newport Financial Partners, LLC
4500 Campus Dr. Suite 119
Newport Beach, CA 92660
(949) 534-9114

