

PRIVATE & CONFIDENTIAL

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December

Dated: ~~October~~ 1, 2009

Micron Enviro Systems, Inc. (MSVS.PK)
8 Bond Street #121
Great Neck, NY 11021

Attention: Bradley Rudman, CEO and Director

Re: Retainer for Business Development Consulting Services

Mr. Rudman:

This letter, when executed by the parties hereto, will constitute an Agreement between Micron Enviro Systems, Inc. (MSVS.PK) (the "Company") and Envision Capital LLC ("Envision"), pursuant to which the Company agrees to retain and engage Envision as an independent consultant and Envision agrees to be retained by the Company under the terms and conditions set forth below.

1. **Engagement.** The Company has expressed its desire for Envision to provide strategic advice and consulting services on an as needed basis with regard to one or more of the following: (i) strategic advise on the running of the day-to-day operations of the public company (ii) mergers and acquisitions; (iii) joint ventures and strategic alliances; (iv) consulting with the Company to review the possible sale of equity and/or debt instruments; (v) coordinating the professional services of third party consultants and development companies for various purposes (collectively the "Services"). Envision has agreed to consult on the introduction of the Company to one or more third parties (individually a "Transaction Party" and collectively the "Transaction Parties") which have indicated an interest in negotiating and consummating a transaction with the Company (collectively referred to as a "Transaction"). Envision shall use its efforts to initiate a meeting between principals of the Transaction Parties and the Company to discuss a possible Transaction. The Company understands that Envision is not guaranteeing that a Transaction will ever be consummated, and is not offering to purchase any securities of the Company.

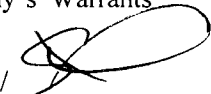
2. **Compensation.** In consideration for the introduction of the Company to the Transaction Party, the Company hereby agrees to pay Envision the compensation as described in this Section 2.

A. **Retainer Compensation.** Upon the signing of this Agreement and regardless of whether there is a completed Transaction, the Company shall remit to Envision 50,000,000 shares of non-refundable shares of the Company's common stock (the "Common Stock").

B. **Monthly Compensation.** Envision shall be entitled to receive a monthly compensation on the 1st Business Day of each month, which shall be paid as follows:

i. SIXTY (60%) Percent (Twenty-Two Million Five-Hundred Thousand Shares (22,500,000)) of the monthly compensation shall be paid in the form of restricted Common Stock calculated at a fixed conversion price of \$0.0007 ("Common Compensation"). Both Parties have agreed to use an arbitrary base price value of stock to measure the benefit of the consulting being provided even though there is not enough liquidity in the Common Stock to accurately value the price of the Common Compensation. The Company hereby agrees to issue the previously mentioned compensation on the first (1st) business day of each month. This portion of the monthly compensation is fully earned and nonrefundable; and,

ii. THIRTY-FIVE (35%) PERCENT (Twelve Million Five-Hundred Thousand Shares (12,500,000)) of the monthly compensation shall be paid in the Company's Warrants

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Company/Envision

and/or Preferred shares, at Envision's choosing, which are to be convertible into the Company's common stock at a fixed conversion price of \$0.0001. All Warrants and Preferred shares issued shall have a "cashless exercise" feature and anti-dilution rights. The Company hereby agrees to issue the previously mentioned compensation on the first (1st) business day of each month. This portion of the monthly compensation is fully earned and nonrefundable; and,

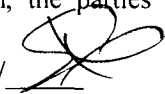
iii. THREE (5%) PERCENT (One Thousand Two Hundred Fifty (\$1,250) Dollars) of the monthly compensation shall be paid in cash ("Cash Compensation") on the First (1st) Business Day of each month with the exception of the initial engagement month, as no monthly compensation is required. All cash compensation earned is nonrefundable.

C. **Additional Compensation.** In certain instances, Company shall pay to Envision a performance or success fee for specific business transaction that Envision arranges for the Company. Such amount shall be determined on a case-by-case basis and agreed to via a separate agreement.

3. **Expenses.** The Company hereby agrees that all fees paid under this Agreement, are exclusive of any reasonable out of pocket costs and expenses that will be incurred by the members of Envision pursuant to providing the Services. Envision agrees to receive prior written consent from the Company for any expenses that total over \$1000. The Company will reimburse any reasonable costs and expenses incurred by an Envision member in relation to the performance of its Services within fifteen (15) days of being invoiced by Envision for such costs and expenses. For promotional and demonstrative purposes, Envision may request from the Company, products or services in direct relation to the Company's normal course of business and the Company shall provide Envision with said request at the Company's sole expense without any regard to the compensation contemplated herein. Envision shall have the right to compensate third parties, via this Envision's engagement, in exchange for them providing services to the Company, by disbursing shares and/or cash to them whereby Envision's invoice shall be accompanied by a DEMAND NOTICE OF PAYMENT and Disbursement Direction Letter to which the Company shall comply.

4. **Duties.** Envision shall hold itself ready to assist the Company in evaluating the Transaction, if requested to do so by the Company, upon reasonable notice, and will undertake such evaluations upon prior written agreement as to compensation to be paid by the Company to Envision with respect to such evaluations. In this regard, subject to the terms set forth below, Envision shall furnish to the Company advice and recommendations with respect to such aspects of the business and affairs of the Company, as the Company shall, from time to time, reasonably request upon reasonable notice. The Company acknowledges that all opinions and advice (written or oral) given by Envision to the Company in connection with Envision's engagement are intended solely for the benefit and use of the Company in considering the Transaction to which they relate, and the Company agrees that no person or entity other than the Company shall be entitled to make use of or rely upon the advice of Envision to be given hereunder, and no such opinion or advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor may the Company make any public references to Envision, or use Envision's name in any annual reports or any other reports or releases of the Company without the Envision's prior written consent. Envision may use any employees or subcontractors as Envision deems necessary to perform the Services contemplated herein. Company shall not be obligated to accept or implement any business development strategy that may be presented to it by Envision, and if Company does elect, adopt, and employ any strategy, business plan, acquisition, merger, partnership, financing or development presented to it by Envision, the final terms of implementation shall be fully subject to negotiation by Company.

5. **Nature of Engagement.** The Company is engaging Envision as an independent contractor whereby nothing in this Agreement shall be construed to create an employer-employee relationship between the parties. The Company acknowledges that Envision is not a "broker" or a "dealer" as defined under any applicable federal and/or state securities laws. As such, the parties

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Company/Envision

expressly acknowledge that all fees paid to Envision hereunder shall constitute consulting fees for its strategic advice and not for raising money for the Company. The Company will not be prohibited from engaging another party to perform investment banking or advisory services, including services similar or identical to the Services being rendered by Envision as so long as without conflict to Section 7 or Schedule A hereunder. Nothing contained in this Agreement shall limit or restrict the right of Envision or of any officer, employee, agent or representative of Envision, to be a partner, director, officer, employee, agent or representative of, or to engage in, any other business, whether of a similar nature or not, nor to limit or restrict the right of Envision to render services of any kind to any other corporation, firm, individual or association.

6. **Confidentiality.** Envision will hold in confidence for a period of five years from the date hereof any confidential information which the Company provides to Envision pursuant to this Agreement unless the Company gives Envision permission in writing to disclose such confidential information to a specific third party. Notwithstanding the foregoing, Envision shall not be required to maintain confidentiality with respect to information (i) which is or becomes part of the public domain through no fault or action of Envision; (ii) of which it had independent knowledge prior to disclosure to it by the Company; (iii) which comes into the possession of Envision in the normal and routine course of its own business from and through independent non-confidential sources; or (iv) which is required to be disclosed by Envision by governmental or security regulatory requirements. If Envision is requested or required (by oral questions, interrogatories, requests for information or document subpoenas, civil investigative demands, or similar process) to disclose any confidential information supplied to it by the Company, or the existence of other negotiations in the course of its dealings with the Company or its representatives, Envision shall, unless prohibited by law, promptly notify the Company of such request(s) so that the Company may seek an appropriate protective order. Company hereby gives Envision permission to reference, whether in a presentation or public notice, any work that Envision performs for the Company as long as it is already in the public domain.

7. **Non-Circumvention.** The Company agrees to not circumvent Envision and work with any funds or lending sources introduced by Envision in this or any case whatsoever (see attached "Schedule A"). Envision may introduce Company to companies that are interested in being acquired or to acquiring companies. Envision shall retain ownership of all referrals, whether updated on Schedule A or not, and the Company cannot deal directly with any such referred company without the written consent of Envision. In case of circumvention, the Company agrees and guarantees that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions. Company agrees not to directly or indirectly contact, deal with transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced by either Party without the specific written permission of the introducing Party. The Company hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement.

8. **Indemnification.** Each of the Company and Envision agrees to indemnify and hold harmless each other, and their respective partners, employees, agents, representatives and controlling persons (and the officers, directors, employees, agents, representatives and controlling persons of each of them) from and against any and all losses, claims, damages, liabilities, costs and expenses (and all actions, suits, proceedings or claims in respect thereof) and any legal or other expenses in giving testimony or furnishing documents in response to a subpoena or otherwise (including, without limitation, the cost of investigating, preparing or defending any such action, suit, proceeding or claim, whether or not in connection with any action, suit, proceeding or claim in which Envision or the Company is a party), as and when incurred, directly or indirectly, caused by, relating to, based upon or arising out of Envision's service pursuant to this Agreement, including, without limitation, any suit based upon the terms and conditions of a Transaction or information, representations or warranties provided by the Company to a Transaction Party by the Company. The Company further agrees that Envision shall incur no liability to the Company or any other party on account of this Agreement or any acts or omissions arising out of or


Company/Envision

related to the actions of Envision relating to this Agreement or the performance or failure to perform any services under this Agreement except for (i) Envision's intentional or willful misconduct or (ii) information regarding Envision which is provided by Envision to the Company or to a Transaction Party. Further, in no event shall Envision shall be liable to the Company or to any third party for an amount in excess of the cash compensation received by it pursuant to Section 2 hereof. This Section 8 shall survive the termination of this Agreement. Notwithstanding the foregoing, no party otherwise entitled to indemnification shall be entitled thereto to the extent such party has been determined to have acted in a manner which has been deemed gross negligence or willful misconduct regarding the matter for which indemnification is sought herein.

9. **Assignment.** This Agreement may not be transferred, assigned or delegated by any of the parties hereto without the prior written consent of the other party hereto.

10. **Term.** This Agreement shall remain in effect for a period of three (3) years from the date hereof and automatically renew every twelve (12) months thereafter. The Company hereby engages Envision on a semi-exclusive basis for the life of the Agreement and Envision shall have the right to terminate this agreement upon 30 days prior written notice to the Company. The Company will be permitted to speak to other consultants, investment bankers and investors who provide the same services as Envision. Any investors or lenders introduced to the Company by other sources other than the Envision, and such investor or lender decides to invest or lend the Company capital within the three (3) year semi-exclusivity period, such investor or lender must be introduced to Envision and Envision will be granted the right to match the terms of such investor for a period of ten (10) business days. Notwithstanding termination of this Agreement, Envision shall be entitled to receive compensation under Section 2 hereof in the event the Company and a Transaction Party consummate a Transaction introduced by Envision at anytime during the period commencing on the date hereof and ending 36 months from the date of introduction of the Transaction Party to the Company without regard to whether Envision has an active or passive role to such Transaction. Sections 2, 3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 19 and 20 shall survive termination of this Agreement.

11. **Severability.** If any terms, condition or provision of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, condition or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS).

13. **CONSENT TO JURISDICTION.** THE COMPANY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF ANY OF THE COURTS OF THE STATE OF NEW YORK AND OF THE FEDERAL COURTS SITTING IN THE STATE OF NEW YORK. THE COMPANY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE LITIGATED EXCLUSIVELY IN ANY SUCH STATE OR FEDERAL COURT SITUATE IN THE SOUTHERN DISTRICT OF NEW YORK, AND ACCORDINGLY, THE COMPANY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH LITIGATION IN ANY SUCH COURT.

14. **WAIVER OF JURY TRIAL.** THE COMPANY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY

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ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE COMPANY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ENVISION HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ENVISION WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND ENVISION HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.

15. **Attorneys' Fees.** In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

16. **Default.** If the Company consummates a transaction introduced by Envision and the Company does not immediately pay the cash portion, shares or warrants duly owed to Envision as outlined by this Agreement, the Company will be in Default of this Agreement. Then, and in every such event, Envision may, by written notice to the Company, declare the Agreement in Default and shall thereupon become, immediately due and payable, plus a penalty of an additional 20% of the amount due and payable under the Agreement, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company. The Company will be granted five (5) business days to cure any default. If Company fails to cure the Default, then Envision may elect to take the cash payment for the total amount due in an equivalent amount of shares of Company's Common Stock. In the event Envision elects to pursue this conversion option, the Company will immediately issue Common Stock equivalent to the dollar amount owed to Envision converted into Common Stock calculated at a 50% discount to the lowest traded price determined on the actual day Envision elects this conversion. With this election, Envision agrees that the dollar amounts due and converted under this Agreement will be considered paid-in-full.

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties, may not be altered or modified, except in writing and signed by the party to be charged thereby, and supersedes any and all previous agreements between the parties relating to the subject matter hereof.

18. **Counterparts and Facsimile.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

19. **Remedies.** The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to Envision, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement, that Envision shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

20. **Failure or Indulgence Not Waiver.** No failure or delay on the part of Envision in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.



Company/Envision

21. **Representations and Warranties.** Each of the Company and Envision represent and warrant to each other that:

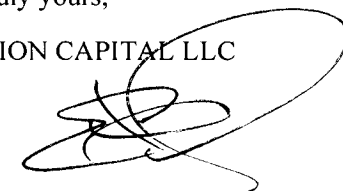
- A. this Agreement has been duly authorized by its board of directors;
- B. this Agreement constitutes a valid and binding agreement;
- C. this Agreement has been duly executed by a duly authorized officer;
- D. each Transaction Party shall be notified of the terms of this Agreement prior to consummation of any Transaction; and
- E. **Company agrees to use its best efforts to immediately pay all due cash fees and issue all Common Stock, warrants or preferred shares, otherwise, the Company will be in default of this Agreement.**

If you are in agreement with the foregoing, please execute two copies of this letter in the space provided below and return them to the undersigned.

Very truly yours,

ENVISION CAPITAL LLC

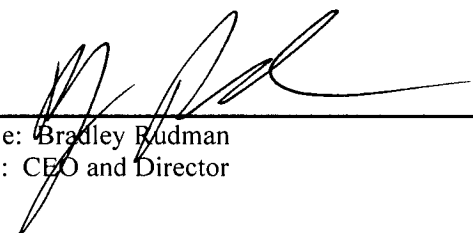
By: _____


Eric L Noveshen
Managing Director

ACCEPTED AND AGREED TO AS OF
THE DATE FIRST ABOVE WRITTEN

The Company: Micron Enviro Systems, Inc. (MSVS.PK)

By: _____


Name: Bradley Budman
Title: CEO and Director