

**OPERATING AGREEMENT
OF
KEYECO TECH, LLC**

This Operating Agreement is entered into between and among those parties signatory to this Agreement, to be effective as of the Effective Date.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 “Act” - The Colorado Limited Liability Company Act, as now in effect or as hereafter amended.

1.2 “Affiliate” - With respect to any Person who is an individual, (i) any entity with respect to which that individual Person owns and controls, both directly and indirectly, more than 50% of the aggregate voting power and equity interests or (ii) any entity with respect to which the individual Person, along with any entity described in clause (i), owns and controls, both directly and indirectly, more than 50% of the aggregate voting power and equity interests. With respect to any Person which is a trust or estate, any designated beneficiary of that trust or estate to the extent of that beneficiary’s interest therein. With respect to any Person which is an entity other than a trust or estate, (i) any Person owning and controlling, both directly and indirectly, more than 50% of the aggregate voting power and equity interests in such entity, or (ii) any other entity in which that Person owns and controls, both directly and indirectly, more than 50% of the aggregate voting power and equity interests, or (iii) any other entity in which any Person or entity described in clauses (i) and (ii) of this sentence owns and controls together, both directly and indirectly, more than 50% of the aggregate voting power and equity interests. For purposes of this definition, the term “control” shall mean the possession, both direct and indirect, of the power to direct the management, voting, and policies of a Person or entity.

1.3 “Agreement” - This Operating Agreement.

1.4 “Business” - See Section 2.3.

1.5 “Articles of Organization” - The Articles of Organization of the Company, as amended from time to time, filed by the Company under the Act.

1.6 “Code” - The Internal Revenue Code of 1986, as amended.

1.7 “Company” – **KeyEco Tech, LLC**, a Colorado limited liability company.

1.8 “Effective Date” - The date of effectiveness of the filing of the Articles of Organization, such date being August 01, 2011.

1.9 “Event of Dissociation” - An event of dissociation of a Member under the Act.

1.10 “Event of Dissolution” - See Section 11.1.

1.11 “Gain or Loss from a Capital Transaction” - All items of Company gain or loss, whether ordinary gain or loss, Section 1231 gain or loss, or capital gain or loss, arising out of a sale, exchange, condemnation, casualty, refinancing, foreclosure, abandonment, or other disposition of all or any portion of any Company property (other than by lease and other than in the ordinary course of business), including any gain or loss (or items thereof) which are to be taken into account for the maintenance of capital accounts under Treasury Regulation §1.704-1(b).

1.12 “Majority in Interest” - Those Members holding a majority of the Members' Units.

1.13 “Manager” - Any Person designated as a Manager pursuant to this Agreement.

1.14 “Member” - Any Unitholder named as a Member in this Agreement, any transferee of a Unit admitted as a Member under the terms of this Agreement and the purchaser of any new Unit upon issuance thereof by the Company, provided such person has not resigned, withdrawn or ceased to own any Units.

1.15 “Net Income” and “Net Loss” - The net income and net loss of the Company (excluding any Gain or Loss from a Capital Transaction) for any applicable period as computed by the Company for federal income tax purposes, taking into account any income or loss that is required to be taken into account for purposes of the maintenance of capital accounts under Treasury Regulation §1.704-1(b) and adjusted to take into account the income and expense relating to the differences between the tax basis of assets and the book value of assets under the concepts of Section 704(c).

1.16 “Permitted Transferee” - See Section 9.2.

1.17 “Person” - Any natural person or legal entity.

1.18 “Proportionate Percentage” - The “proportionate percentage” of a Member shall be that fraction, expressed as a percentage, determined by dividing (i) the Units owned by such Member if the Member is then entitled to purchase an Offered Interest as described in Article IX, by (ii) the aggregate Units of all Members then entitled to purchase the Offered Interest.

1.19 “Transfer” - The term “transfer,” or any tense thereof, when used in connection with the transfer of an Interest, shall include, without limitation, any transfer by sale, gift, pledge, foreclosure, exchange, grant of a security interest, distribution, liquidation, dissolution, conversion, or other form of conveyance, whether voluntarily or involuntarily, by operation of law or otherwise, during lifetime or at death.

1.20 “Unit” - A share of ownership in the Company.

1.21 "Unitholder" - Any owner of a Unit, whether or not a Member.

ARTICLE II

THE COMPANY

2.1 Formation. Upon filing the Articles of Organization of the Company in the office of the Secretary of State of the State of Colorado, the Members hereby form the Company. The Company shall take all other necessary or appropriate action, including the execution and filing of all articles, amendments, certificates and other instruments as may be required from time to time to comply with the Act and with all other laws governing the formation, operation and continuation of the Company in all jurisdictions where the Company conducts business.

2.2 Rules Governing the Company. The rights and obligations of the Members and the business and affairs of the Company shall be governed first by the mandatory provisions of the Act which may not be altered or varied, second by the Company’s Articles of Organization, third by this Agreement, and fourth by the provisions of the Act which are not mandatory. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

2.3 Business. The Company is being formed to pursue opportunities in the kaolin mining and processing industry and to conduct all other lawful business permitted under the Act. In connection with the Company’s business, the Company may engage in all incidental and related activities for purposes of protecting, enhancing and maximizing the value of the Company’s business, properties and investments, as well as any other lawful business or activity related thereto.

2.4 Place of Business. The principal place of business of the Company shall be at 4532 Briarcreek Drive, Salt Lake City, UT 84117, or at such other place as the Members shall designate from time to time.

2.5 Term. The Company shall commence as of the Effective Date and shall continue until it is dissolved and terminated as provided for in the Articles of Organization, in this Agreement, or as required under the Act. If not otherwise provided, the company shall terminate on August 01, 2108.

2.6 Registered Agent. The name and address of the registered agent of the Company are as follows:

Name: Capitol Corporate Services, Inc.
Address: 50 West 3900 South #2-B
Salt Lake City, UT 84107

2.7 Title to Company Property. All property owned by the Company, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member shall have any ownership of such property individually. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more individuals, partnerships, trusts or other entities.

2.8 Company Unit Certificates. Ownership of Units in the Company may be represented by a Certificate (a "Unit Certificate") in such form as prepared and executed by a Manager. Each Unit Certificate shall be imprinted in bold with a legend stating that transferability of the Certificate is subject to the restrictions contained in this Agreement. Unless Unit Certificates have been issued, ownership of Units shall be evidenced by this Agreement and documentation of any transfers or issuance of additional Units. The Manager shall maintain a ledger showing the ownership of all Units. Units may be transferred only as permitted in Article IX, below.

ARTICLE III

COMPANY CAPITAL

3.1 Initial Capital Contributions. Each Member shall make a capital contribution to the Company of that amount of cash or the fair market value of other property or services as set forth on Schedule "A" hereto. The Members hereby agree that the fair market value of the contributed properties are properly reflected on Schedule "A." No credit in the capital accounts shall be given for the value of services except by specific written agreement of Members holding a majority of the Members' Units.

3.2 Additional Capital. Other than as provided in Paragraph 3.7.3, no Unitholder may make additional contributions to the capital of the Company without the consent of Members holding 66 percent of the Members' Units.

3.3 Issuance of Additional Units. Additional Units may be issued to Members or other parties under such terms as may be determined by the Managers with approval of Members holding 66 percent of the Members' Units.

3.4 Capital Accounts. A capital account shall be maintained for each Unitholder in accordance with Treasury Regulation Section 1.704-1(b) and any other laws governing the proper maintenance of capital accounts for limited liability companies.

3.5 Capital Account Adjustments in Connection with Contributions and Distributions. Upon the contribution of money or other property (other than a *de minimis* amount) to the Company by an existing Unitholder or by a newly admitted Unitholder after the original capital contributions, or upon the distribution of money or other property (other than a *de minimis* amount) to a Unitholder, or upon any transfer of any Unit by a Unitholder, the book value of the assets of the Company may, if the Managers determine to do so, be adjusted to fair market value, and the capital accounts of each Member shall then be adjusted accordingly by allocation of the increase or decrease as Gain or Loss from a Capital Transaction. No such capital account

adjustment shall be made if such adjustment would be impermissible under the Treasury Regulations promulgated under Section 704(b) of the Code.

3.6 Capital Account Adjustments Upon Distributions of Property in Kind. The Company shall determine the fair market value of any Company asset distributed in kind, and the capital accounts of each Unitholder shall be adjusted accordingly by allocation of the increase or decrease in value as Gain or Loss from a Capital Transaction.. The distribution shall be treated as though the Company had distributed cash equal to the fair market value of the asset so distributed in kind.

3.7 Other Matters Relating to Capital Contributions.

3.7.1 No Unitholder shall be entitled to make capital contributions to the Company except as expressly required or permitted under this Agreement.

3.7.2 Except as provided in this Agreement, no Unitholder shall be entitled to withdraw, or to a return of, any part of the capital contribution to the Company by the Unitholder or a predecessor owner, or to receive property or assets other than cash in return thereof, or to receive interest thereon.

3.7.3. Right of First Refusal. With regard to proposed equity capital increases to be achieved through the sale of Units for cash (other than the initial \$5 million cash offering of 2011), all Unitholders shall have rights of first refusal to participate as purchasers in such sales (i) to the extent of their Proportionate Percentages and (ii) with regard to any Units not so subscribed by Unitholders, to the additional extent based upon their relative Proportionate Percentages.

3.8 Negative Capital Accounts. In the event any Unitholder should have a negative capital account balance upon liquidation of that Unitholder's Units in the Company after taking into account all capital account adjustments for the taxable year in which the liquidation occurs, that Unitholder shall have no obligation to restore that Unitholder's negative capital account balance to zero unless that Unitholder consents in writing to do so.

ARTICLE IV

SHARING

4.1 Unit Ownership. The Members of the Company and their Units are set forth on Schedule "A." The Manager shall update and revise the Schedule "A" from time to time to reflect the current ownership by Members and Unitholders then in effect.

4.2 Allocation of Book Income, Gain and Loss. Net Income and Net Loss shall be allocated among the Unitholders in the ratio of Units owned for book and capital account purposes. Gain or Loss from a Capital Transaction for book and capital account purposes shall be first allocated so as to bring the balances of the capital accounts into the same ratio as Unit ownership and the balance in the ratio of Units owned; provided, however, that such allocation

shall not remove any discrepancies in capital account balances resulting from distributions not in accord with ownership of Units or from default in payment of subscriptions.

4.3 Taxable Income. Taxable income and loss shall be allocated among the Unitholders based on the allocation of income and loss for book and capital account purposes as adjusted for book - tax differences pursuant to Section 704(c). With respect to properties which have been contributed to the Company or which are otherwise reflected on the books and in the capital accounts at a value that differs from the adjusted tax basis, depreciation, depletion, gain, and loss shall be allocated under the principles of Section 704(c) so as to eliminate, to the extent possible, the disparity between the adjusted basis and the fair market value. Such allocations shall be based on the "traditional method" under Treasury Regulations § 1.704-3.

4.4 Allocations in Connection with Changes in Unit Ownership. In the event of a change in Unit ownership any reason, the allocations for that taxable year will be made by the Manager in the Manager's discretion to take into account the varying interests of the Unitholders for the year in whatever reasonable and consistently applied method the Manager chooses in accordance with applicable Treasury Regulations.

4.5 Overriding Limitations on Allocations. Notwithstanding the other provisions of this Agreement, the following minimum gain chargeback and qualified income offset provisions shall be applied in accordance with regulations under Section 704 of the Code:

4.5.1 Losses allocated to a party for any taxable year shall not exceed the sum of the positive balance in the party's capital account at the end of the year, the amount of deficit for which the party would have personal liability to the Company and the gain (the "minimum gain") which the Company would recognize and allocate to the party if the Company transferred all of its assets securing liabilities for which no owner has any personal liability to its creditors in satisfaction of those liabilities;

4.5.2 If an owner or a related party has made or guaranteed a loan to the Company which is treated as "partner nonrecourse debt" by the regulations under Section 704(b) of the Code, the minimum gain under 4.5.1 shall include the "partner minimum gain" related to such debt;

4.5.3 In no event shall income allocated to a party for any year be less than the amount by which any deficit in the capital account of the party at the end of the year exceeds the limitations of 4.5.1;

4.5.4 Unless otherwise required by the provisions above, income or loss otherwise allocable to a party shall be reallocated to the extent losses or income have previously been reallocated under those provisions.

ARTICLE V
DISTRIBUTIONS

5.1 Current Distributions. Distributions shall be made pro rata among the Unitholders in accordance with their ownership of Units. Distributions shall be charged to the capital account of the Unitholder to whom the distribution is made. At the end of each calendar quarter, the LLC will distribute to each Unitholder an amount that, when considered with similar tax distributions made at the end of earlier quarters that calendar year, is estimated to be at least equal to such Unitholder's share of state and federal income taxes on the Unitholder's distributive share of taxable income of the Company calculated as of the end of that quarter. Annually the distributions to Unitholders shall be at least **90%** of the Net Income before taxes for the year, determined without regard for cost or percentage depletion, unless a vote to waive this provision in any given year is obtained from Members holding at least **95%** of the Members' Units.

5.2 Liquidating Distributions. Distributions in liquidation or partial liquidation of the Company shall be made in proportion to and to the extent of the relative capital account balances of the Unitholders after adjusting such balances for the actual or deemed gain or loss on liquidation. A distribution will be deemed to be a liquidating distribution if so classified by the Manager or if such distribution represents essentially all remaining assets of the Company.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF MANAGERS

6.1 Management by Managers.

6.1.1 Except as otherwise expressly provided in this Agreement, the Managers shall have the full and exclusive power and authority to manage and control the Company's business and affairs and make all decisions on behalf of the Company.

6.1.2 Specifically, but not by way of limitation, the Managers shall be authorized in the name of and on behalf of the Company as follows:

6.1.2.1 to borrow money and, as security therefore, to mortgage, pledge or otherwise encumber the assets of the Company;

6.1.2.2 to cause to be paid on or before the due date thereof all amounts due and payable by the Company to any person or entity;

6.1.2.3 to employ such agents, employees, accountants, attorneys, consultants and other persons, including a Manager, necessary or appropriate to carry out the business and affairs of the Company, whether or not any such persons so employed are affiliated

or related to any Member, and to pay such fees, expenses, salaries, wages and other compensation to such persons as are fair and reasonable;

6.1.2.4 to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as the Managers may determine and upon such evidence as the Managers may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company;

6.1.2.5 to pay any and all fees and to make any and all expenditures which the Managers deems necessary or appropriate in the management of the affairs of the Company;

6.1.2.6 to cause to be obtained and continued in force all policies of insurance required by any mortgage or other agreement relating to Company properties or deemed by the Managers to be in the Company's best interests;

6.1.2.7 to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, unless the same are contested by the Managers;

6.1.2.8 to sell, exchange, mortgage, lease, or grant a security interest in less than substantially all of the Company's assets or enter into an agreement obligating the Company to do the same;

6.1.2.9 to buy, sell, lease and manage interests in mineral and oil and gas properties; and

6.1.2.10 to amend this Agreement under the power of attorney granted to the Managers under Section 14.1 without the consent or vote of any of the Members to reflect the addition or substitution of Members, the reduction of the capital accounts upon the return of capital to Members, or to cure any ambiguity or correct or supplement any provision herein or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement, and to delete or add any provision from or to this Agreement appropriate to be so deleted or added by any state or federal regulatory agency, or by any rule, regulation, statute, or other law, the deletion or addition of which provision is deemed by the Managers to be for the benefit or protection of the Company and its properties and business.

6.1.3 With respect to all of the Managers' obligations, powers and responsibilities under this Agreement, the Managers are authorized to execute and deliver for and on behalf of the Company such notes and other evidences of indebtedness, contracts, agreements, assignments, deeds, leases, loan agreements, mortgages and other security instruments and agreements as the Managers deems proper.

6.2 Actions Requiring Members' Approval. Notwithstanding anything else contained in this Agreement, the following decisions and actions shall require the approval of all the Members:

6.2.1 Any decision or action as to which the Members decide that the approval of the Members is required.

6.2.2 Any act that would subject a Member to personal liability, except as may be permitted by this Agreement.

6.2.3 Any act that could reasonably cause the liquidation of any Unitholder's Units in the Company, except as may be otherwise expressly permitted herein.

6.3 Appointment and Removal of Managers. Stephen D. Cummins and Stan Abrams are hereby appointed as the initial Managers. A Majority in Interest of the Members, may appoint one or more successor, additional, or replacement Managers on such terms as they may from time to time agree; provided, however, that Green Processing Technologies shall have the sole right to appoint any successor to the manager position held by Stephen D. Cummins, and H2O Technologies shall have the sole right to appoint any successor to the manager position held by Stan Abrams

6.4 Resignation. Any Manager of the Company may resign at any time as a Manager by giving notice of such resignation to the Company. Any such resignation shall take effect at the time specified therein or, if no time be specified, upon receipt thereof. The acceptance of such resignation by the Company shall not be necessary to make it effective.

6.5 Decisions by the Managers. The exercise of any power or authority conferred upon the Managers, if more than one, shall be made by vote of a majority in number of the Managers. The Managers may at any time in writing delegate any of their powers and authority among themselves as they may agree, so long as the delegation is in writing, refers to this Agreement, and is signed by a majority in number of the Managers.

6.6 Members May Act as Managers. A Member may, but need not be, a Manager. A Manager may, but need not be, a Member. In the event at any time there is no Manager appointed and serving, then all Members shall be deemed to be Managers of the Company and shall have equal rights in all management decisions affecting the Company. The resignation or removal of a Manager who is a Member shall not affect that Member's status as a Member of the Company.

6.7 Reports.

6.7.1 The Managers shall make periodic reports to the Members concerning the business and financial condition and results of operation of the Company. In addition, the Managers shall provide income tax data to the Members on a timely basis sufficient to permit the Members to include their shares of all tax items from the Company on their income tax returns.

The Managers shall prepare, or cause to be prepared, minutes of any meetings of the Members. Such minutes shall be made available to all Members.

6.7.2 The Managers shall cause to be kept at the Company's place of business the following:

(a) a current and a past list of the full name and last known mailing address of such Member and Manager;

(b) copies of records that would enable a Member to determine the relative voting rights of the Members;

(c) a copy of the Certificate of Organization of the Company, together with any amendments thereto;

(d) copies of the Company's federal, state, and local income tax returns and financial statements, for the three most recent years;

(e) a copy of this Agreement, together with any amendments thereto;
and

(f) copies of any financial statements of the Company for the three most recent years.

6.8 Limitation of Liability. A Manager's liability to the Company and its Members for monetary damages for breach of a fiduciary duty as a Manager shall be limited to the maximum extent permitted by the Act and any other applicable law; provided however, nothing contained herein shall eliminate or limit the liability of a Manager (i) for any breach of the Manager's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, and (iii) for any transaction from which the Manager derived an improper personal benefit.

6.9 Compensation. A Manager or Managers shall receive such fair and reasonable compensation and expense reimbursements for their services as Managers as approved by a 90 percent interest of the Members.

6.10 Evidence of Manager's Authority. Any Person transacting any business with the Company may transact such business with a Manager, acting on behalf of the Company, without necessity for inquiring into the authority of the Manager to so act on behalf of the Company, unless the Manager does not have actual authority to act on behalf of the Company with respect to that particular business and that Person has knowledge of the fact that the Manager lacks such authority. The Company may from time to time prepare a certificate or designation of authority or similar type document which may be used by the Manager when transacting business of the Company. When the Manager executes any document on behalf of the Company, the Manager may do so by signing his or her name, followed by the word "Manager."

6.11 Officers of the Company. Each Manager shall be deemed to be an executive officer of the Company. The Members may also appoint from time to time a secretary, a treasurer, and such other officers of the Company as the Members choose, to serve on such terms as are determined by the Members.

6.12 Committees. The Members may appoint one or more committees of the Company to serve from time to time with such power, authority, and duties as are given to those committees by the Members.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF MEMBERS

7.1 Limitation of Liability. Each Member's liability shall be limited to the maximum extent permitted by the Act and any other applicable law, except to the extent that such Member (i) agrees in writing to any such liability or (ii) may be liable as expressly provided for in this Agreement.

7.2 Rights of Members Relating to Company Information. Any Member of the Company shall have the right upon demand and at such Member's own expense to obtain, inspect, and make copies of all Company books, files, and records required to be made available to Members under the Act.

7.3 Restriction on Power to Bind the Company. Except as otherwise provided herein, no Member shall have the authority or power to act on behalf of or to bind the Company or any other Member or to take any action which would adversely affect the limited liability of a Member or affect the status of the Company as a partnership for federal income tax purposes.

ARTICLE VIII

MEETINGS OF MEMBERS

8.1 Call of Special Meetings. A meeting of the Members for the purpose of transacting any business as may come before the meeting may be called by any Manager at any time and shall be called upon the request of a Majority in Interest of the Members. Meetings shall be held at such place, on such date, and at such time as shall be agreed upon by the Members, and if the Members have not agreed upon such place, such date, or such time, then as shall be designated by the Managers.

8.2 Notice of Meetings. Notice of each meeting of Members shall be given to all Members. The notice shall state the time and the place of the meeting and shall be given not less than five (5) days before the day of the meeting. The notice may but need not state the purpose or purposes for which the meeting is being called. Whenever notice is required to be given hereunder, a written waiver of notice signed by the Member entitled to notice, whether before or after the time stated in the notice, shall be deemed equivalent to notice. Also, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting.

8.3 Quorum. The presence, in person or by proxy, of the holders of a 66 percent Interest of all Members shall constitute a quorum at any meeting of the Members.

8.4 Chairman. A Chairman may be elected to preside over each meeting of the Members by the Members in attendance at the meeting. If a Chairman is not elected for such purpose, then the Manager shall preside at such meeting, and if more than one Manager is serving, then the Managers shall designate a Chairman from among themselves. If the Chairman is a Member, such status shall not disqualify the Chairman from voting his or her Interest for any matter on which he or she as a Member is entitled to vote.

8.5 Voting and Proxies.

8.5.1 All decisions, approvals, or consents permitted or required to be made by Members shall be decided by a vote of the Members at a meeting of the Members or by written consent in lieu of a meeting as provided for in Section 8.6 below. Each matter properly voted upon at any meeting shall be decided by the vote of a 66 percent Interest of the Members present at the meeting and entitled to vote upon the matter.

8.5.2 Each Member entitled to vote at a meeting of Members or to express consent or dissent to an action in writing without a meeting may authorize another Person or Persons to act for that Member by proxy. To be valid, any such proxy must be in writing, signed by the Member giving the proxy, setting forth the name of the Person or Persons to whom the proxy is given, dated, and presented to the Chairman or Secretary at the meeting. Any such proxy shall be valid and continue in effect until the proxy is revoked. A proxy shall be revoked if notice of revocation is given in writing, dated, executed by the Person who previously gave the proxy, and delivered to the Company. A proxy shall also be deemed revoked at such time as the Company received notice of the death, adjudication of incompetency, or appointment of a legal guardian of the person who previously gave the proxy.

8.6 Consent of Members in Lieu of Meeting. Any action that may be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by Members holding not less than the number of Units in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and entitled to vote. Prompt notice of the taking of such action without a meeting by less than unanimous written consent of all Members shall be given by the Company to each Member who did not consent thereto in writing. Any such notice shall be deemed to have been given promptly if such notice is given within ten (10) days of the taking of such action.

8.7 Meeting by Telephone. Members may participate in a meeting by means of conference telephone or similar communications media in which all persons participating in the meeting can hear each other. Such participation shall constitute presence at such meeting.

8.8 Fixing Date for Members of Record. The record date for determining Members entitled to notice of or to vote at a meeting of Member shall be at the close of business on the day

next preceding the date on which the meeting is held. The record date for determining Members entitled to express consent to action in writing in lieu of meeting, when no prior action by the Members is necessary, shall be the date on which the first written consent is given.

ARTICLE IX

TRANSFER OF INTERESTS

9.1 General Restrictions on Transfers. Except as otherwise permitted in this Agreement, no Member may make or suffer to be made any transfer (as defined in Article I) of all or any part of that Member's Interest in the Company to any Person. If a Member's Interest in the Company is transferred to any Person as permitted herein, then that transferor Member shall no longer be a Member in the Company.

9.2 Permitted Transfers. The following transfers described in this Section 9.2 shall be permitted transfers. Any Person to whom an Interest is transferred as permitted hereunder is referred to as a "Permitted Transferee." However, any permitted transfer hereunder shall be effective only upon compliance with the requirements of Section 9.5.1. Any Permitted Transferee hereunder may become a Member of the Company only upon compliance with Section 9.6.

9.2.1 All or any part of a Member's Interest may be transferred with the consent or ratification of a Majority in Interest of the Members, which consent or ratification may not be unreasonably withheld.

9.2.2. All or any part of a Member's Interest may be transferred to another Member.

9.2.3 All or any part of a Member's Interest may be transferred to an Affiliate of that Member.

9.2.4 All or any part of a Member's Units may be transferred to the spouse or a lineal descendant of the Member or the Member's spouse, or to an entity or trust in which the entire beneficial interest is owned or controlled by such parties; provided the purpose of any such transfer is not the eventual transfer of control of such interest outside the immediate family of the transferring Unitholder, or to any person if the transfer is effective at the death of the Member; and, provided, further, this section shall not be construed to permit any transfer in connection with divorce or separation.

9.2.5 A Member may transfer all or any part of that Member's Interest, if such transfer takes place in the manner described in the Sections below.

9.3 Permitted Transfer After Giving Right of First Refusal. Any Member (herein called a "Transferring Member") receiving a bona fide written purchase offer (a "Purchase Offer") to sell any of that Member's Interest, other than as expressly permitted under this Agreement, may do so only upon compliance with all of the following:

9.3.1 The Transferring Member shall give notice (the “Transfer Notice”) of the Purchase Offer to the Company, which shall specify (i) the number of Units proposed to be sold (the “Offered Interest”), (ii) the selling price, which must be payable in cash or in cash installments, (iii) the identity of the purchase offeror (the “Purchase Offeror”), (iv) the proposed terms of payment, (v) suitable evidence of the Purchase Offeror’s financial ability to pay for the Offered Interest, and (vi) all other material terms of the Purchase Offer. The Transfer Notice shall also include a copy of the Purchase Offer.

9.3.2 The Company shall have the option to purchase any portion of the Offered Interest at the same price and on the same terms and conditions of payment as contained in the Purchase Offer, by giving notice of acceptance (an “Acceptance Notice”) to the Transferring Member within fifteen (15) days from the date on which the Company received the Transfer Notice. The Acceptance Notice shall state the amount of Offered Interest which the party giving the Acceptance Notice elects to purchase.

9.3.3 To the extent that the Acceptance Notice of the Company does not provide for the purchase of the entire Offered Interest, then the Transferring Member may sell the Offered Interest to the Purchaser Offeror in accordance with the terms of the Purchase Offer, or elect to sell none of the Offered Interest whatsoever.

9.4 [Eliminated]

9.5 Requirements to be Satisfied as a Condition to the Transfer of an Interest in the Company and Before Distributions May be Made to Any Permitted Transferee.

9.5.1 Any Permitted Transferee shall be recognized by the Company as the transferee of the transferred Interest, but only if (i) the Permitted Transferee of the Interest executes such documents as are satisfactory to the Company accepting and adopting this Agreement; (ii) the transferor and the Permitted Transferee of the Interest satisfy the Company that the transfer is permissible under applicable state and federal securities laws and will not jeopardize the classification of the Company as a partnership for income tax purposes; (iii) the transferor and the Permitted Transferee of the Interest satisfy the Company that the transfer is permitted under this Agreement; and (iv) the transferor and the Permitted Transferee agree to pay all expenses incurred by the Company in connection with the transfer.

9.5.2 The Company shall, after notice of any transfer pursuant to the provisions of this Article and after compliance by the transferor and Permitted Transferee with Section 9.5.1, thereafter pay all further distributions on account of the Interest so transferred to the Permitted Transferee.

9.6 Permitted Transferee May Become a Member of the Company. Any Permitted Transferee of all or any part of an Interest in the Company who satisfies the requirements of Section 9.5.1 becomes a Member of the Company. Any Permitted Transferee who does not become a Member of the Company shall only be entitled to such allocations and distributions with respect to the transferred Interest in accordance with this Agreement and shall have no right

to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

9.7 [Eliminated]

9.8 Invalid Transfers. No transfer of an Interest which does not comply with this Agreement shall be recognized by the Company for purposes of allocating Net Income or Net Loss, or for distributions with respect to the transferred Interest, or for any other purpose.

9.9 Partial Invalidity. The Members each agree that all of the terms and provisions contained in the Article are fair and reasonable and are necessary to protect the mutual rights and interests of the Members. However, in the event it is determined that any restriction or limitation on transferability of Interests under this Article or the right on behalf of the Company to repurchase any Interest so transferred or proposed to be transferred should be invalid or unenforceable for any reason, then that provision or those provisions herein which are determined to be invalid or unenforceable shall be reformed and amended to the minimum extent absolutely necessary to cause any such provision to be valid and enforceable. The purpose of this provision is to prevent a determination of total invalidity or unenforceability of any such provisions, since that is contrary to the intent of the Members entering into this Agreement.

ARTICLE X

DISSOCIATION OF A MEMBER

10.1 Voluntary Withdrawal by a Member is Prohibited. Each Member agrees not to voluntarily withdraw or resign as a Member from the Company. In the event a Member nevertheless does withdraw, that Member must give ninety (90) days written notice to all other Members advising them that the Member is withdrawing from the Company. The withdrawing Member shall be in violation of this Agreement, and the Company shall be entitled to recover from the withdrawing Member, on behalf of the Company as well as on behalf of each of the other Members, any and all damages which may be suffered by the Company or any of its Members on account of such withdrawal, including both actual and consequential damages, and including all costs and expenses in any way incurred by the Company or any Member in any way arising out of the violation, whether or not these damages were foreseeable. Such damages shall be determined by the Company and may, at the sole election of the Company, be offset in whole or in part against any amounts otherwise distributable to the withdrawing Member. Within a reasonable time following the withdrawal of a Member in violation of this Agreement, the Withdrawn Member shall be entitled to be paid by the Company the fair value of that Withdrawn Member's Interest in the Company, determined as of the date upon which all Members received notice of the Withdrawn Member's withdrawal. The fair value shall be an amount equal to the capital account balance attributable to the Interest, minus the share of the Company's liabilities attributable to the Interest, times 50%, reduced by any damages incurred by the Company or any Member as contemplated in this Section. The fair value may be paid by the Company to the withdrawing Member in cash, or it may be paid by delivery of the Company's unsecured promissory note, bearing interest at the rate per annum then most recently announced by Chase

Manhattan Bank, N.A., New York City, as its prime rate or base rate then in effect, and having a term of five (5) years, and being payable in level payments of principal and interest based on a five-year amortization. The Member whose Interest is being purchased by the Company shall execute all documents requested by the Company to effect the purchase of the Member's Interest and the transaction contemplated thereby. The parties hereto agree that this Section provides for terms which are fair and reasonable.

10.2 Transfer of Interest in Company. When any Member transfers all of that Member's Interest in the Company, that Person shall cease to be a Member without the requirement of any vote or other action by the other Members or the Company.

10.3 Distributions Upon Ceasing to be a Member. In the event any Person ceases to be a Member for any reason, whether by dissociation, transfer of all of that Person's Interest, or otherwise, that Person shall not be entitled to receive any distribution from the Company except as expressly provided for in this Agreement.

10.4 Other Event of Dissociation. Except as otherwise expressly provided herein, no Event of Dissociation shall cause any Member to cease to be a Member in the Company.

ARTICLE XI

DISSOLUTION

11.1 Dissolution. This Company shall be dissolved and its affairs shall be wound up upon the occurrence of an "Event of Dissolution." An Event of Dissolution shall occur upon the earlier of:

11.1.1 the expiration of the term of the Company, if provided for in the Certificate of Formation or this Agreement;

11.1.2 the affirmative vote of all Members to dissolve the Company;

11.1.3 the occurrence of any events specified in the Act which, by law, would require that the Company be dissolved or which would make it unlawful for the Company's business to be continued;

11.1.4 the entry of a decree of judicial dissolution of the Company under the Act;
or

11.1.5 the occurrence of an Event of Dissociation of a Member and the failure of all of the remaining Members to vote, within ninety (90) days from the date upon which all Members receive notice of the Event of Dissociation, to continue the Company. If an Event of Dissociation occurs and a Majority in Interest, but less than all, of the remaining Members agree to continue the Company, then the Company shall have the right, but not the obligation, to purchase the Interest of any Member who did not vote to continue the Company for an amount, in cash or property as chosen by the Company, equal to the fair value of that Interest. The fair

value shall be an amount equal to the capital account balance attributable to the Interest, minus the share of the Company's liabilities attributable to the Interest, times 50% reduced by any damages incurred by the Company or any Member as contemplated in this Section. Closing of the purchase and sale of that Member's Interest shall occur at a time and place as selected by the Company with respect to which notice shall be given to that Member, but in any event to occur no later than eighty (80) days from the date upon which all Members first received notice of the Event of Dissociation. The fair value of the Interest to be purchased shall be determined as of any date, as selected by the Company in its sole discretion, on or before the date of closing of the purchase of that Member's Interest. The fair value may be paid by the Company to the withdrawing Member in cash, or it may be paid by delivery of the Company's unsecured promissory note, bearing interest at the rate per annum then most recently announced by Morgan Stanley Bank of New York City, as its prime rate or base rate then in effect, having a term of six (6) years and being payable in level payments of principal and interest based on a six-year amortization. The Member whose Interest is being purchased by the Company shall execute all documents requested by the Company to effect the purchase of the Member's Interest and the transactions contemplated thereby. The parties hereto agree that this Section provides for terms which are fair and reasonable.

11.2 Dissolution of the Company. In the event the Company is to be dissolved, the Company shall not be terminated and liquidated until the Company has filed Articles of Dissolution with the Secretary of State of Colorado and the assets of the Company shall have been distributed in liquidation. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business and affairs of the Company shall continue to be governed by this Agreement.

11.3 Manner of Liquidation. The Manager shall have full and complete authority to liquidate the Company's assets and liabilities in whatever manner it deems appropriate. Liquidating distributions need not be of a pro rata interest in each item of property distributed, but instead distributions of cash or properties can be made non-pro rata as determined by the Manager. All expenses of termination and liquidation shall be treated as Company expenses. In the event there is no Manager then serving, then the Members shall appoint a Person, which may but need not be a Member, to act as the liquidating agent of the Company. In liquidating the assets of the Company, each Member shall have the right to make an offer to the Company to purchase one or more assets of the Company to be liquidated or distributed, and if no other Member makes a better offer to purchase that asset, then the offering Member shall be entitled to purchase that asset on the terms and conditions as contained in that Member's offer.

11.4 Determination of Capital Accounts. Upon liquidation of the Company, all gains and losses from the sale or exchange of Company assets shall be credited and charged to the Members for federal income tax purposes and capital account purposes as provided for in Article IV. All assets to be distributed in kind and not actually sold or exchanged shall be deemed sold or exchanged with the gain or loss from such deemed sale or exchange being credited and charged to the Members for federal income tax purposes and capital account purposes as provided for in Article IV.

11.5 Liquidating Distributions. All liquidation proceeds shall be distributed in the following order of priority:

11.5.1 to the payment of all liabilities owed to creditors of the Company, including liabilities owed to Members;

11.5.2 then any remainder shall be paid in proportion to and to the extent of the relative capital account balances of the Members in accordance with Article V.

ARTICLE XII

INDEMNIFICATION

12.1 Company Indemnity. The Company shall indemnify and hold harmless each Member, Manager, and Member who by virtue of Section 6.6 is deemed a Manager (an “Indemnitee”) from and against any and all losses, costs, damages, liabilities, attorneys’ fee, judgments, fines, settlement, penalties and other expenses actually and reasonably incurred by the Indemnitee (the “Indemnified Expenses”) in connection with any and all claims, demands, actions, suits, or proceedings, whether civil or criminal, administrative or investigative, in which the Indemnitee is involved or threatened to be involved, as a party or otherwise, (the “Indemnified Claims”) by reason of the fact that the Indemnitee is or was a Member or Manager of the Company, arising out of or incidental to the business of the Company, provided that (i) the Indemnitee’s conduct did not constitute willful misconduct, (ii) the action is not based upon a breach of this Agreement, (iii) the Indemnitee acted in good faith and in a manner which the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and within the scope of such Indemnitee’s authority and (iv) with respect to a criminal action or proceeding, the Indemnitee had no reasonable cause to believe his or her conduct was unlawful. Further, no indemnification shall be had which is not permitted under the Act. To be eligible for indemnity hereunder, the Indemnitee shall have given notice to the Company on a reasonably prompt basis of the existence, nature, and scope of the Indemnified Claims and Indemnified Expenses as soon as the Indemnitee became aware thereof.

12.2 Advancement of Indemnified Expenses. Indemnified Expenses incurred by an Indemnitee may, from time to time, be advanced by the Company in the Company’s sole discretion and prior to the final disposition of an Indemnified Claim upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such Indemnified Expenses if it shall ultimately be determined that such Person is not entitled to be indemnified as authorized in this Article.

12.3 Non-Exclusivity. The indemnification provided by this Article shall be in addition to any other rights to which the Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, and shall inure to the benefit of the successors, assignees, heirs, personal representatives and administrators of the Indemnitee.

12.4 Insurance. The Company may purchase and maintain insurance, at the Company’s expense, on behalf of any Indemnitees against any liability that may be asserted

against or expense that may be incurred by an Indemnitee in connection with the activities of the Company, regardless of whether the Company would have the power to indemnify such Indemnitee against such liability under the provisions of this Agreement.

ARTICLE XIII

ADDITIONAL MEMBERS

13.1 Additional Members and Interests. The Company may admit additional Members and issue Interests to them on such terms and conditions as may be approved by a 95 percent Interest of the Members.

ARTICLE XIV

GENERAL

14.1 Power of Attorney.

14.1.1 Manager as Attorney-in-Fact. By the execution of this Agreement, or a counterpart hereof, each Member irrevocably constitutes and appoints any Manager as that Member's true and lawful attorney-in-fact and agent to effectuate, with full power and authority to act in that Member's name, place, and stead in effectuating the purposes of the Company pursuant to the terms and conditions of this Agreement, including the execution, acknowledgment, delivery, filing, and recording of all certificates, documents, contracts, or counterparts thereof, and all other documents which the Manager deems necessary or appropriate to do any of the following: (i) organize or qualify the Company as a limited liability company, including qualification of the Company in such other jurisdictions as the Company's activities may require; (ii) amend this Agreement or the Company's Certificate of Formation required by a change in the name of the Company, a change in the principal place of business of the Company, or the admission of a new Member to the Company if such admission is in compliance herewith; and (iii) subject to the provisions of this Agreement, effect the dissolution and termination of the Company. No power of attorney is granted to any Manager with regard to the vote required under Sections 9.2.1, 9.6, or 11.1.5.

14.1.2 Nature of Special Power. The power of attorney granted herein: (i) shall be deemed to be coupled with an interest, shall be irrevocable and shall survive the death, incompetency, or legal disability of a Member; (ii) may be exercised for each Member or any or all of them, by listing the Members required to execute any such instrument and executing such instrument as attorney-in-fact for such Members; and (iii) shall be binding upon any transferee of an Interest of a Member hereunder, except that where such transferee is qualified as a substitute Member under this Agreement, the power of attorney shall survive the delivery of such Interest for the sole purpose of enabling the Managers to execute, acknowledge, and file any instrument on behalf of the transferor of the Interest necessary to effect such substitution. Notwithstanding the foregoing, the power of attorney granted hereunder may be revoked by a vote or consent of the Members made in accordance with Article VIII, or by any Member at any time by prior written notice to the Manager, or if there is more than one Manager, to all Managers.

14.2 Counterparts. This Agreement may be executed in any number of counterpart signature pages, any one of which shall be considered an original. All counterpart signature pages shall be but one agreement, and shall be binding upon each party who executes any counterpart.

14.3 Benefit. This Agreement shall be binding and inure to the benefit of the Members and their respective personal representatives, heirs, executors, administrators and successors and assigns.

14.4 Notices. Any notice either contemplated or required hereunder may be given either by letter or facsimile addressed to the Member or Manager at his or its address as shown on the books of the Company and deposited postage prepaid, certified or registered mail, in the United States Post Office, or by personal delivery. Any change of address shall be effective only if furnished to the Company either by letter, sent by certified or registered mail, or by personal delivery. Letters shall be deemed received three (3) business days from date of postmark and facsimile transmission, and notice by personal delivery shall be deemed received on the first business day following the date of personal delivery of facsimile transmission, absent proof to the contrary.

14.5 Amendments. Except as otherwise provided herein, this Agreement may be amended by a written amendment executed by a Majority in Interest of all the Members.

14.6 Partition. No Member nor any successor-in-interest to any Member shall have the right while this Agreement remains in effect to have any portion of the assets of the Company partitioned or to file a complaint or institute any proceeding at law or in equity to have such assets partitioned.

14.7 Prior Agreements. This Agreement supersedes all prior agreements covering the same subject matter.

14.8 Section 754 Election to Adjust Basis. The Company may, upon the affirmative vote of the Members, elect to adjust the basis of Company property with respect to any Member where and as permitted under Section 754 of the Code. As a condition to making a Section 754 election, the Manager shall require the affected Member to pay all expenses associated with making the election, making the basis adjustment, and accounting for the separate basis adjustments on an ongoing basis.

14.9 Approvals and Consents Must be in Writing. Whenever this Agreement calls for the consent or approval of any Member or Members, such consent or approval shall be effective only if it is in writing and signed by or on behalf of the Member who is granting such consent or approval, unless the circumstances clearly indicate that such consent or approval is intended to be given by the Member other than in writing.

14.10 Construction of Terms. References to a term in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

14.11 Headings. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Agreement.

14.12 Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Colorado.

14.13 Severability. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions herein.

14.14 Other Documents. Each party agrees to execute such other documents as are reasonably requested by any other party hereto to further effect the transactions contemplated by this Agreement.

14.15 Arbitration. Any controversy arising under, out of, in connection with, or relating to, this Agreement, and any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Utah by a person or persons mutually agreed upon, or in the event of a disagreement as to the selection of the arbitrator or arbitrators, in accordance with the rules then in effect of the American Arbitration Association. Any award rendered therein shall specify the findings of fact of the arbitrators and the reasons for such award, with reference to and reliance on relevant law. Any such award shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court having jurisdiction thereof.

14.16 Covenant Against Revealing Confidential Information. No Member shall, during the continuance of the Company, by any means divulge to any person, directly or indirectly, who is not a Member, any information not otherwise available to the public employed in or conducive to the business of the Company without the prior consent of the Company.

14.17 Litigation Expense. In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the other parties to such action such party's reasonable attorneys' and accountants' fees, court costs and other expenses incidental to such litigation.

IN WITNESS WHEREOF, the parties signed below.
MEMBERS:



Stephen D. Cummins
Chairman/CEO

H2O Technologies, Inc.
Stan Abrams, President

SCHEDULE A

August 01, 2011

MEMBER	Description and Value of Property Contributed	Units
H2O Technologies, Inc.	Territorial Rights	1,000,000
Green Processing Technologies, Inc.	1,000,000 Shares GPTI Common Stock	1,000,000

(1) Preorganization services

SCHEDULE B

August 01, 2011

KEYECO TECH, LLC JOINT VENTURE

This JOINT VENTURE AGREEMENT ("Agreement") is effective the 1st day of August 2011 between H2O TECH, INC., a Colorado corporation the Technology Owner ("TI"), and Green Processing Technologies, Inc., a Delaware corporation, the Business Development Company (the "BD"), hereinafter referred to collectively as the "Parties."

RECITALS

A. The TI is in the business of designing, developing, producing, and leasing electrocoagulation water treatment systems ("Equipment"). The TI is seeking to expand its markets for its proprietary water cleansing system by leasing equipment and providing know-how. The TI is the owner of certain patents related to the business of water remediation services.

B. The BD is in the business of inventing, purchasing or leasing new technologies that have application in the oil and gas industry and other industries, technologies that, among other things, include water remediation technology, manufacturing products that employ these technologies, and marketing such products and who desires to use and market the equipment and related process, systems and utilities covered by TI Patents and associated information;

C. The Parties agree that in order to facilitate their respective business purposes, the TI and BD hereby enter into a joint venture as described by this Agreement (the "Joint Venture");

D. The purpose of the Joint Venture is service related to water remediation needs of certain companies, to wit, **Jesco Corporation, J5 Global, and Devon Corporation**, of certain geography areas, to wit, **Alberta Province, Canada, the Eastern Block Countries and Russia**; and other companies and geographic areas that may be added by exhibits that would be attached to this Agreement;

E. In order to facilitate these water remediation service needs, the Parties agree to form a Joint Venture subject to the terms and provisions of this Agreement; and

F. The TI under the this agreement shall manufacture and operate water remediation equipment, and the BD under this agreement will provide certain contracts and capital required to commercialize H2O's technologies globally.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties, their assigns, heirs, and legal representatives agree as follows:

1. DEFINITIONS.

1.1. **“Bankruptcy”** shall mean with respect to any Person, a “Voluntary Bankruptcy” or an “Involuntary Bankruptcy.” A “Voluntary Bankruptcy” means, with respect to any Person (a) an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (b) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property, or (c) corporate action taken by such Person to authorize any of the actions set forth previously. An “Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such Person, which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver, or liquidator of such Person or of all or any substantial part of the property of such Person, which order shall not be dismissed within ninety (90) days.

1.2. **“Cash Available for Distribution”** shall mean the amount by which the total of the cash on hand and in the Company’s (as hereinafter defined) bank accounts (excluding Net Cash From Sales or Refinancing) is in excess of the reasonable cash requirements and repair, replacement, and other reserves of the Company. The cash and reserve requirements shall include, but not be limited to, the amounts reasonably required for all taxes, insurance, debt service, and other expenses of the Company, all as determined by the Managers. In addition, reasonable cash requirements shall include reserves for future acquisitions and development of real estate and other Company business and investment interests. Cash Available for Distribution will not be reduced by Depreciation, and will be increased by any reductions of reserves previously established pursuant to the two sentences of this definition.

1.3. **“Company”** is the Joint Venture and its name is **“KeyEco Tech, LLC.”** All business of the Joint Venture shall be conducted in such name. The Company shall file this name with the Colorado Secretary of State and shall make such other filings in other states where the Company conducts business in the Manager’s discretion. The rights and liabilities of the Parties shall be as provided for herein.

1.4. **“Confidential Information”** shall have the same meaning as defined in the Lease.

1.5. **“Exclusive Territory”** shall have the same meaning as defined in Recital E above.

1.6. **“Improvements”** shall mean improvements, enhancements, additions, or any other changes to the technology relevant to Letters Patent or the process, system and utility necessary for Company’s business as defined herein, whether done prior to or subsequent to the license of the Letters Patent shall remain the exclusive property of H2O Tech, Inc., with all rights, titles and interest attendant thereto.

1.7. **“Member.”** The term Members shall refer to each party of this Joint Venture and each party shall be treated for state law purposes as a member of a limited liability company and a partner for federal tax law purposes.

1.8. **[Omitted]**

1.9. **“Percentage Interests.”** Each party shall be granted a 50% interest in the Joint Venture.

2. **BUSINESS OF THE JOINT VENTURE.**

2.1 The business of the Company shall be to complete the following projects with the entities and within the territories identified above in **Recital E**, being entitled, and being in approximate dollar amounts as specified, in accordance with contract documents for the Projects and all such other business incidental to the general purposes herein set forth:

- a. To commercialize, on a contract basis, H2O water remediation technology;
- b. To commercialize, on a sales basis, H2O water processing technologies;
- c. To secure the necessary contracts and operating capital to accomplish these goals.

2.2. Nothing herein contained shall be deemed in any way or manner to prohibit or restrict the right or freedom of any Member separately, as a separate Person apart from the Company, to conduct any business or activity whatsoever so long as any such business or activity does not interfere with or impair the activities of this Joint Venture.

23. No Member shall have any authority to act for or to assume any obligations or responsibility on behalf of any other Member or the Company.

3. **TERM.** The Company shall begin on the day this Agreement is executed and shall continue until the dissolution and complete winding up of the Company.

4. **CAPITAL FOR OPERATIONS.**

4.1. **Operating Capital.** Initially, the Joint Venture will not have revenue to pay its expenses for operations. Until such time as revenue is received, each party to the Joint Venture shall pay its own costs for operating the Joint Venture and shall account for its reasonable and necessary business expenses. The Joint Venture shall reimburse each Joint Venture party on a

pro rated basis for each party's reasonable and necessary business expenses spent in this start up phase of operation. Mobilization fees collected under any contract shall be divided between the Members on a pro-rated basis based on costs expended for mobilization by each Member.

4.2. **Additional Capital Requirements.**

4.2.1. If the Managers determine, in their discretion, that operating capital is required to fund Company operations, the Managers shall issue a demand to the Members to make additional payments to the Company's capital ("Additional Capital Contributions"), or a Member guaranty ("Member Guaranty"), in proportion to the Member's Percentage Interest. In the event that a Member fails to make the mandatory Additional Capital Contribution or Member Guaranty in a timely manner (a "Noncontributing Member"), such Noncontributing Member's Percentage Interest shall be subject to dilution by the Managers. The Managers may require Members to make Additional Capital Contributions in cash only. Upon the making of an Additional Capital Contribution by an existing Member, or upon the admission of a new Member in accordance within this Agreement and the Act, such Member or Members shall acquire the Percentage Interest as the Managers may determine and shall receive a credit to its capital account for each such capital contribution at the time and in the amount that such contribution is made.

4.2.2. The Managers may issue new Percentage Interests in, and may admit new Members to, the Company for such consideration as they determines and the fair market value of such consideration shall be deemed to be the new Member's initial capital contribution to the Company.

4.3. **Loans to Company.** No Member shall lend or advance money to or for the Company's benefit without the approval of the Managers. If any Member, having first obtained the requisite approval and consent, lends money to the Company in addition to its capital contribution, the loan shall be a debt of the Company to that Member, and shall bear a market rate of interest to be determined by the Managers. The liability shall not entitle the lending Member to any increased share of the Company's net income, distributions, or voting rights.

5. **ALLOCATIONS AND DISTRIBUTIONS.**

5.1. **Profits.** All profits from operations for each fiscal year (or part thereof), as determined by the Company's accountants, shall be allocated as follows.

5.1.1. Profits for each fiscal year shall be allocated in the following order and priority:

5.1.1.1. First, to reimburse Members for any expenses incurred per the provisions of Section 4 on a pro-rata basis should such expenses not already have been reimbursed as expenses of the Company and

5.1.1.2. To repay any loans that were made by a Member pursuant to Section 4.3 should such loans not already have been reimbursed as obligations of the Company.

5.1.1.3. Second, to the Members in equal amounts, as finally calculated and determined as of the last day of such fiscal year; provided, however, that the Managers, in their prudent discretion, may distribute part of estimated profits after any fiscal quarter upon a determination by the Company's accountants of the amount of any distributable profits.

5.2. Distributions. The Company shall distribute Cash Available for Distribution (including a minimum of at least 40% of the profits for purposes of paying income taxes due on the Profits) in accordance with allocations of Profits as set forth herein on or before April 1 of the year following the allocation of such Profits.

5.3. Losses for each fiscal year shall be allocated in the following order and priority:

5.3.1. First, to the Members, in proportion to the dollar amounts paid out or contributed to the Company, until such balances are reduced to zero; and

5.3.2. Second, to those Members who made any loans to the Company (and who are still owed any amount thereof) in the proportion that the outstanding balance of such loans for each Member bears to the outstanding balances of such loans for all Members, until the Members are allocated an amount of Losses pursuant to this paragraph equal to the aggregate of all such loans (provided however, an allocation of a loss to a Member does not relieve the Company of its obligation to repay the loan to the Member); and

5.3.3. The balance of any such Losses to the Members equally.

5.4. Distributions Upon Dissolution of the Company. Upon the dissolution of the Company, subject to the other provisions of this Agreement and after the Company has satisfied or provided for the satisfaction of all the Company's debts and other obligations, except those owing to Members, and after establishing reasonable reserves for contingent or un-liquidated debts and liabilities, as set forth herein, the Company's assets or the proceeds derived from the liquidation of the Company assets will be distributed to the Members in accordance with the positive capital account balances of the Members as determined by the accountants for the Company.

5.5. Distributions in Kind.

5.5.1. No Member has a right to any distribution in any form other than money.

5.5.2. The Company may not make a distribution in kind unless:

5.5.2.1. the Member receiving the in-kind distribution consents,

5.5.2.2. all Members receive undivided interests in the same property, or

5.5.2.3. all Members receive, in proportion to their rights to distribution, interests in substantially equivalent property.

5.6. Distributions Subject to Set-Off by the Company. All distributions to a Party are subject to set-off by the Joint Venture for any past-due obligation of the Party to make additional capital contributions to the Company or any other obligation by a Member to the Company as set forth herein.

5.7. Loans From and Other Transactions With Members. Upon written approval by the Members, the Company may borrow money from and enter into other transactions with any Member. On account of loans made, or transactions performed, by a Member under this Section, a Member's right to share in profits and distributions may increase, temporarily or permanently, however, engaging in other transactions with one or more Members does not obligate the Company to provide comparable opportunities to other Members.

5.8. Return of Capital Contribution. Upon dissolution of the Joint Venture according to the provisions of this Agreement, each Party shall look solely to the assets of the Joint Venture for the return of its capital, and not to the personal assets of any manager, employee, or other party.

6. **POWERS.** The Joint Venture is authorized to engage in any lawful activity for which companies may engage in the state in which this Company operates.

7. **MANAGEMENT.**

7.1. Overall Management Vested in Managers. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, the Managers.

7.2. Unanimous Consent. Any and all powers of the Managers as defined in this Agreement must be exercised by the unanimous consent of all Managers. In the event the Managers do not agree, the Company shall call a meeting of the Members for the purpose of resolving the dispute by the majority vote of the Members. Member and Manager Meetings may occur by telephone and consents may be made by any written form including email.

7.3. Powers of the Managers. Except as provided otherwise in this Agreement, the Managers shall have all necessary powers to carry out the purposes, business, and objectives of the Company, including, but not limited to:

7.3.1. The right to enter into and carry out contracts of all kinds;

7.3.2. To employ employees, agents, consultants and advisors on behalf of the Company;

7.3.3. To bring and defend actions in law or at equity;

7.3.4. To buy, own, manage, sell, lease, mortgage, pledge or otherwise acquire or dispose of Company property;

7.3.5. To borrow funds in the name of the Company on a secured or unsecured basis, at any interest rate or rates and from any party, all on such terms as determined by the

Managers;

7.3.6. To mortgage any or all of the property of the Company or join in mortgages with other co-owners of its property and pledge and assign leases on a recourse or nonrecourse basis and to execute acts of mortgage.

7.3.7. Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company;

7.3.8. Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

7.3.9. Collecting funds due to the Company;

7.3.10. Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company;

7.3.11. To the extent that funds of the Company are available therefor, paying debts and obligations of the Company;

7.3.12. Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings;

7.3.13. Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations;

7.3.14. Making elections available to the Company under the Code;

7.3.15. Obtaining general liability, property and other insurance for the Company, as the Managers deem proper;

7.3.16. Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth herein; and

7.3.17. Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

7.4. Employees and Contractors. The Managers may employ a competent person or persons to be an employee of the Company who shall be responsible for: authenticating the

records of the Company, including keeping correct and complete books of account which show accurately at all times the financial condition of the Company, safeguarding all funds, notes, securities, and other valuables which may from time to time come into possession of the Company, depositing all funds of the Company with such depositories as the Managers shall designate. Such employee shall have such other duties as the Managers may from time to time prescribe, but under no circumstances shall such employee have any of the rights, powers, responsibilities or duties of the Managers or Member of the Company as prescribed herein or by law.

7.5. Limitation on Management. Notwithstanding the foregoing provisions, the authority of the Managers shall be limited to the extent provided in this paragraph. No act shall be taken, sum expended, decision made or obligation incurred by the Company except by a vote of the Members with respect to a matter within the scope of any of the major decisions enumerated below (the "Major Decisions"). The term Major Decisions shall mean (i) the sale, exchange, lease, mortgage, pledge or other transfer of all or substantially all assets of the Company, (ii) any matter which could result in a change in the amount or character of the Company's contributions to capital, (iii) a change in the character of the business of the Company, (iv) the incurrence of indebtedness by the Company other than in the ordinary course of business, (v) the dissolution and winding up of the Company; (vi) commission of any act which would make it impossible for the Company to carry on its ordinary business, (vii) the merger or consolidation of the Company with or into any other entity, or (viii) the amendment of this Joint Venture Agreement.

7.6. Election of Managers

7.6.1. Each Member shall elect its own Manager to represent its separate interest in the Company. The Members hereby elect Stan Abrams and Stephen D. Cummins as the initial Managers of the Company, to serve until their successors shall be duly elected.

7.6.2. If any Person resigns or otherwise vacates the office of Manager, the Member whose interest the Manager represented shall elect a replacement Manager to serve the remaining term of such office. A Person may be removed as a Manager by the electing Member with or without cause at any time. A Manager may be a natural person or an Entity.

7.7. Execution of Documents and Other Actions. The Managers may delegate to one or more of them the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company.

7.8. Manager's Expenses and Fees. The Managers shall not be entitled to compensation from the Company for their services. The Company shall reimburse any Manager for reasonable out-of-pocket expenses that were or are incurred by the Manager on behalf of the Company.

7.9. Competition. During the existence of the Company, the Managers shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Managers, for their own account and for the account of

others, may engage in other business ventures as long as the business venture does not compete with the business of the Company in Exclusive Territories or with Exclusive End Users. Each Member hereby expressly consents to the continued and future ownership and operation by the other.

7.10. Indemnification. The Company shall indemnify each Manager to the full extent provided by Colorado law. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

7.11. Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

8. **TAX MATTERS.**

8.1. Partnership. The Parties acknowledge that the Joint Venture will be treated as a partnership for federal and state income tax purposes. All provisions of this Agreement are to be construed so as to preserve that tax status.

8.2. Tax Statements. Within ninety (90) days after the end of each Fiscal Year, the Joint Venture shall cause to be delivered to each person who was a Party at any time during such Fiscal Year a Form K-1 and such other information, if any, with respect to the Joint Venture as may be necessary for the preparation of each Party's federal or state income tax (or information) returns, including a statement showing each Party's share of income, gain or loss, and credits for the Fiscal Year.

8.3. Tax-Matters Partner. The tax-matters partner for federal tax purposes shall be appointed by the Managers.

9. **COMPANY ACCOUNTING; REPORTS; MEETING**

9.1. Company Books. Proper and complete separate books of account of the Company daily business shall be kept at the Company's operating office or such other place as the Managers shall designate. Each Party, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine, and make copies of or extracts from the Company's books of account. Such right may be exercised through any agent or employee of such Member designated by that Member or by an independent certified public accountant designated by such Member. The Member exercising such right shall bear all expenses incurred in any such examination made on the Member's behalf.

9.2. Accounting. With the exception of the required daily records per the provisions above, H2O Tech will manage all audit and financial statement preparations and other accounting requirements.

9.3. Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks approved by the Managers. Withdrawals from such bank accounts shall be made only by parties previously approved, in writing, by the Managers.

9.4. Payments. All checks, drafts, bank wires, EFT transactions and other financial transactions for an amount in excess of \$5,000.00 shall require two signatures: one signature from each Manager or through any agent or employee of such Manager as designated by that Manager. Checks, drafts, bank wires, EFT transactions and other financial transactions for an amount less than \$5,000.00 may be made with the signature of either Manager. If checks in excess of \$5,000.00 are required on an immediate basis, the Managers may provide written approval (including by email) of any such checks prior to the issuance of the check and upon receipt of written approval, a check may be issued by a single Manager.

9.5. Annual Report. Within ninety (90) days after the end of each Fiscal Year of the Company or within such longer period as is reasonably necessary, the Managers shall make available to each Member an annual report. This report shall consist of at least (i) a copy of the Company's federal income tax returns for that Fiscal Year and (ii) any additional information that the Members may require for the preparation of their federal and state income tax returns.

10. **TERMINATION.**

10.1. Liquidating Events. The Members hereby agree that the Company shall not dissolve prior to the occurrence of a Liquidating Event. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

10.1.1. All of the Members agree to dissolve, wind up and liquidate the Company;

10.1.2. The happening of any other event that makes it unlawful or impossible to carry on the business of the Company;

10.1.3. The entry of a decree of judicial intervention; or

10.1.4. The termination of the Lease

10.2. Winding Up.

10.2.1. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the property of the Company has been distributed and the Company has filed articles of dissolution.

10.2.2. The Managers, or if none, a Member determined by vote of the Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and property, shall cause such property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

10.2.2.1. First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than Members;

10.2.2.2. Second, to the payment and discharge of all of the Company's debts and liabilities to Members; and

10.2.2.3. The balance, if any, to the Members in accordance with the positive balances in their Capital Accounts, after giving effect to all contributions, adjustments, distributions, and allocations for all periods, including the period in which the liquidation occurs. Any such distributions to the Members in respect of their Capital Accounts shall be made within the time requirements of Section 1.704-1(b)(3)(ii)(b)(2) of the Treasury Regulations.

10.2.3. Each Member understands and agrees that by accepting the provisions of this section setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Member expressly waives any right which he, as a creditor of the Company, might otherwise have to receive distributions of assets ratably with the other creditors of the Company in connection with a distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

10.3. Compliance With Certain Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(iii)(g), distributions shall be made pursuant to this Section to the Members who have positive Capital Accounts in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2).

10.4. Reserve for Liabilities. The Company, if so instructed by the Members, may withhold a pro rata portion of the distributions that would otherwise be made to the Members to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

10.5. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its capital and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of his capital, distributions, or allocations unless otherwise provided in this Agreement.

11. ALTERNATIVE DISPUTE RESOLUTION AND CONSENT TO BINDING ARBITRATION. Unless the Members agree otherwise, if any dispute or deadlock arises among the Managers or the Members or between a Member and the Company relating to this Agreement or any claim arising out of this Agreement (or its breach), they shall first utilize a mediation process using a mutually agreed mediator prior to initiating any court proceedings or

other legal action. Any Manager or Member seeking to resolve a dispute shall give written notice to the other Manager or Member, describing in general terms the nature of the dispute and the initiating Member's claim for relief. The parties involved in the dispute shall then make a good faith attempt, within thirty (30) days following such notice, to meet (with legal and other counsel if desired) to discuss the dispute and to attempt to achieve a settlement thereof. If the dispute is not resolved within such thirty-day period, the disputing Members shall cease to negotiate directly and shall submit the dispute to mediation before a single mediator. Should the mediation process not resolve the issues, the parties to such mediation shall each appoint one arbitrator to hear and determine the dispute. If these two arbitrators cannot agree, then the two arbitrators shall choose a third impartial arbitrator whose decision shall be binding upon the parties. The cost of mediation shall be borne by each party and the cost of arbitration shall be borne by the party or parties or in such proportion as the arbitrator shall decide.

12. MISCELLANEOUS.

12.1. Complete Agreement. This Agreement and the related agreements and other exhibits hereto, and the other documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

12.2. Binding Effect. This Agreement shall be binding on the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

12.3. Assignability. This Agreement shall not be assigned by either party except by written agreement of both parties.

12.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12.5. Governing Law. This Agreement shall be a contract under the laws of the State of Colorado and for all purposes shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to conflict of laws. In the event of any dispute, claim, or action arising out of or related to this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees, expenses, and costs related to the enforcement of this Agreement.

12.6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third (3rd) day after being deposited in the United States mail, postage paid, addressed as follows:

Attention: Stan Abrams
4871 N. Mesa Drive
Castle Rock, C 80108

H2O Tech, Inc.

With a copy to:

ERGO Law, LLC
Attention: Rodney C. Atherton, Esq.
6870 W. 52nd Avenue,
Suite 203
Arvada, CO 80002
(303) 228-1500
(303) 228-1510 fax

Green Processing Technologies, Inc.
Attention: Stephen D. Cummins
4532 Briarcreek Drive
Salt Lake City, UT 84117
(801) 387-8088

With a copy to:

Thomas J. Kenan, Esq.
3121 Buffalo Speedway, Suite 2108
Houston, TX 77098
(281) 733-1884

Either party may change such addresses from time to time by providing written notice in the manner set forth above.

12.7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same document.

12.8. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

MEMBER:
H2O Tech, Inc.

By: _____
Stan Abrams, President

MEMBER
Green Processing Technologies, Inc.



Stephen D. Cummins
Chairman/CEO