

ANNUAL REPORT

December 30, 2011

Bio-Clean International, Inc.

(a Nevada Corporation)

TRADING SYMBOL: BCLE CUSIP NUMBER: 09057J 200

ISSUER'S EQUITY SECURITIES:

Voting Common Stock, \$0.001 par value

Issued and Outstanding Common Shares: 181,871,351

TRANSFER AGENT:

Continental Stock Transfer

17 Battery Place

New York, NY 10004

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BIO-CLEAN INTERNATIONAL, INC.

Information required for compliance with the provisions of the Pink Sheets, LLC, Guidelines for Providing Adequate Current Information, (Version 9.7 – 7-22-2009) Because we want to provide more meaningful and useful information, this Issuer Information Statement contains certain “forward-looking statements” (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended). These statements reflect our current expectations regarding our possible future results of operations, performance, and achievements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, regulation of the Securities and Exchange Commission, and common law. Wherever possible, we have tried to identify these forward-looking statements by using words such as “anticipate,” “believe,” “estimate,” “expect,” “plan,” “intend,” and similar expressions. These statements reflect our current beliefs and are based on information currently available to us. Accordingly, these statements are subject to certain risks, uncertainties, and contingencies, which could cause our actual results, performance, or achievements to differ materially from those expressed in, or implied by, such statements. These risks, uncertainties and contingencies include, without limitation, the factors set forth under "Item 17. Management's Discussion and Analysis or Plan of Operation." We have no obligation to update or revise any such forward-looking statements that may be made to reflect events or circumstances after the date of this Annual Report.

Part A: General Company Information

Item I: The exact name of the Issuer and its predecessor (if any). The exact name of the Issuer is Bio-Clean International, Inc. (the "Company"). The Company was previously called Green Energy Resources from November 2009 to May 27, 2010 when the name was reverted back to Bio Clean International, Inc. Prior to those events the predecessor name was Highland Holdings International, Inc. until October 31, 2007, at which time it changed its name to Bio-Clean International, Inc. The Company was initially incorporated under the laws of the State of Delaware on March 23, 1992 under the name Northern Medical, Inc. On October 30, 1992 the Company amended its Certificate of Incorporation to change its name to Normed Industries, Inc. On March 28, 1995 the Company amended its Certificate of Incorporation with a change of name to Highland Resources, Inc. and, on November 3, 1997, the Company amended its Certificate of Incorporation to change its name to Highland Holdings International, Inc. On or about July 25, 2002, the Company amended its Certificate of Incorporation to change its name to E Street Capital Services, Inc. On July 10, 2007, the Company amended its Certificate of Incorporation to revert to the name Highland Holdings, Inc. On July 25, 2007, the Company converted itself into a Nevada corporation. Other than listed above, the corporation has used no other names in the past five years.

Item II: The address of its principal executive offices.

The principal executive offices of the Company are located at: 22431 Antonio Parkway #B160-649 Rancho Santa Margarita, CA 92688. The telephone number is: 949-269-8333; the website address is: www.biocleaninternational.com

Item III: The jurisdiction(s) and date of the Issuer's incorporation or organization.

The Company was initially incorporated under the laws of the State of Delaware on March 23 1992 under the name Northern Medical, Inc. and converted into a Nevada corporation on July 25, 2007. Reference is made to Item I, above, for more information regarding the historical name of the Company.

Part B: Share Structure

Item IV: The exact title and class of each class of securities outstanding.

The corporation has authorized two classes of securities, common stock and preferred stock:

Bio-Clean International, Inc. - common stock

CUSIP- 09057J 200

Trading Symbol – BCLE

Bio-Clean International, Inc. – preferred stock-Non-trading

Item V: The par or stated value and description of the security.

A. The Par Value per share for each of the 500,000,000 shares of common stock authorized is \$0.001. The Par Value per share of the 20,000,000 shares of preferred stock is \$0.001.

B. 1. Each share of the Company's common stock has one (1) vote. There are no exceptional dividend, voting or preemptive rights attached to the common stock.

2. The Company's preferred stock has been designated into 6 classes, Series A, Series B, Series C, Series D, Series E and Series F. The Articles of Incorporation, as amended provide that the Board of Directors may establish the rights, preferences and privileges of the various series of preferred stock. Series A consists of Five Million Shares.

The Series A shares have no exceptional dividend rights. The Series A shares are convertible into common stock at the rate of 5 shares of common stock for each share of Series A Preferred Stock. The Series A Shares have no voting rights, except as granted by Nevada law. The Series A shares have preferential liquidation rights.

Series B consists of Ten Thousand Shares. The Series B shares have no exceptional dividend rights. The Series B Shares are convertible into that number of shares of common stock having an aggregate value of

\$100.00 for each share of Series B Preferred Stock. The Series B Shares have no voting rights, except as granted by Nevada law. The Series B shares have preferential liquidation rights.

Series C consists of Five Million Shares. The Series C shares have no exceptional dividend rights. The Series C Shares are convertible into common stock at the rate of 5 shares of common stock for 1 share of Series C Preferred Stock. The Series C Shares have no voting rights.

Series D consists of Five Hundred Thousand Shares. The Series D shares have no exceptional dividend rights. The Series D Shares are convertible into that number of shares of common stock having an aggregate value of \$1.00 for each share of Series D Preferred Stock. The Series D Shares have no voting rights, except as granted by Nevada law. The Series D shares have preferential liquidation rights.

Series E currently has no designations but the Company Board of Directors has the right to implement a new set of designations when it is deemed necessary.

Series F consists of Fifty-One Thousand Shares. The Series F shares have no exceptional dividend rights. The Series F Shares are convertible into 100 shares of Common Stock for 1 share of Series F Preferred Stock. Holders of the Series F Preferred Stock and the holders of the common stock vote together, and not as separate classes, and the Series F Preferred Shares are counted on an "as converted" basis times 100. The Series F Preferred shares have preferential liquidation rights.

3. No other material rights exist for holders of either common or preferred stock.

4. There are no provisions in the Company's corporate charter or by-laws that would delay, defer or prevent a change in control of the Company.

Item VI: The number of shares or total amount of the securities outstanding for each class of securities authorized.

- a. Period end date.
- b. Number of shares authorized.
- c. Number of shares outstanding.
- d. Freely tradable shares (public float).
- e. Total number of shareholders of record.

A. Common Stock

As of the quarter ended December 31, 2011, the Company had common shares outstanding as follows:

500,000,000 common shares authorized

181,871,351 common shares issued and outstanding

Approximately 49,125,845 freely tradeable shares

There were a total of approximately 200 shareholders of record

As of the quarter ended September 30, 2010, the Company had common shares outstanding as follows:

500,000,000 common shares authorized

191,871,351 common shares issued and outstanding

Approximately 49,125,845 freely tradeable shares

There were a total of approximately 200 shareholders of record

B. Preferred Stock

As of the quarter ended December 30, 2011, the Company had preferred shares outstanding as follows:

Series A - 5,000,000 shares authorized

-0- shares outstanding

Series B – 10,000 shares authorized

-0- shares outstanding

Series C – 5,000,000 shares authorized

-0- shares outstanding

Series D – 500,000 shares authorized

400,000 shares outstanding

Series F – 51,000 shares authorized

51,000 shares outstanding

As of the quarter ended December 30, 2010, the Company had preferred shares outstanding as follows:

Series A - 5,000,000 shares authorized

420,000 shares outstanding

Series B – 10,000 shares authorized

-0- shares outstanding

Series C – 5,000,000 shares authorized

-0- shares outstanding

Series D – 500,000 shares authorized

400,000 shares outstanding

Part C: Business Information

Item VII: The name and address of the transfer agent.

The Company's transfer agent is Continental Stock Transfer, 17 Battery Place, New York, NY 10004. Tel: 212.509.4000, Fax: 212.509.5150, E-Mail – cstmail@continentalstock.com. Continental Stock Transfer is registered under Section 17A of the Securities Exchange Act of 1934 and its ARA is the Securities and Exchange Commission.

Item VIII: The nature of the issuer's business.

A. Business Development (Past Three Years)

1. The form of the organization of the issuer;

Bio-Clean International, Inc. is a Nevada corporation.

2. The year the issuer (or any predecessor) was organized;

The issuer was organized under the laws of the State of Delaware on March 23, 1992.

3. The Issuer's fiscal year end date;

The issuer's fiscal year end date is December 31.

4. Whether the issuer (and/or any predecessor) has been in bankruptcy, receivership, or any similar proceeding;

Neither the Issuer nor any predecessor has been in bankruptcy, receivership or any similar proceeding.

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business;

The issuer has not effectuated a reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business, except as follows: On October 31, 2007 the Company effectuated a recapitalization of the Company by means of 1-for-40 reverse split of the Company's issued and outstanding common stock. In December 2007 we completed a transaction whereby we acquired a minority (9%) ownership interest in American Bio-Clean Corporation and a majority (80%) ownership interest in American Bio-Tech Cleaning, Inc. The Company issued 190,000,000 shares of its restricted common stock in favor of TRAC Investments, Inc., an entity controlled by James E. Shipley, who subsequent to the transaction became the Chairman of the Board, President and CEO of the Company, for the acquisition of the majority interest in American Bio-Tech Cleaning, Inc. It also issued an aggregate of 2,000,000 shares of its restricted common stock to the sellers of the minority interest in American Bio-Clean Corporation, 1,000,000 shares of which were issued to John P. Finn, who subsequently became a director of the Company and its Secretary and Chief Financial Officer. In November, 2008, the Company acquired an additional 30% of the Common Stock of American Bio-Clean Corporation in exchange for a note payable of \$240,000. On February 1, 2009, the Company finalized the acquisition of an additional 2% of the Common Stock of American Bio-Clean Corporation in exchange for 20,000 shares of the Company's unregistered restricted stock, bringing

its total ownership to 41%. In June 2008 the Company effectuated a reverse stock split of its common stock at 1 share for 25. In 2010 the Company divested itself of its interests in American Bio-Clean Corporation and American Bio-Tech Cleaning, Inc. by way of a Settlement Agreement and Mutual Release ("Agreement") executed on April 17, 2010 and an outright sale of its interest in American Bio-Tech Cleaning, Inc. See Item XVII: Management's Discussion and Analysis or Plan of Operation. On June 18, 2011, the company merged with Remuda Inc., a Nevada Company through statutory merger. Remuda Inc. is a petroleum research company that also has a product distribution subsidiary marketing research and methods for retail distribution worth \$50,000. Remuda owns the rights to the marketing research and methods of retail distribution through state and county fairs, swap meets, and other similar events, suitable for introducing and test marketing products before placing them in mass distribution retail outlets such as Walmart. The response of customers at such events is invaluable market research in fine tuning packaging and testing price points and markups in distribution. The strategies and requirements necessary for success in this type of multimillion dollar market all around the country have been developed by the Remuda team over 20 years of experience in the conducting such marketing, outlining the equipment required, the anticipated overhead expenses, and more.

6. Any default of the terms of any note, loan, lease, or other indebtedness or other indebtedness or financing arrangement requiring the issuer to make payments.

The issuer is not in default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments.

7. Any change of control.

On February 17, 2010 the Company's board announced new officers and directors had assumed their positions following the divestiture of the ABC and ABT assets. The previous board resigned with James E. Shipley tendering his resignation on February 17, 2010. Michael Roth accepted the Positions of Director, President and Chief Executive Officer; Lewis Kurtz accepted the positions of Director and Secretary; and Harry Jose accepted the positions of Director and CFO. In December 2007, there was a change of control of the Company when the Company acquired American Bio-Tech Cleaning, Inc. in exchange for our common stock. By reason of that transaction James E. Shipley became Chairman of the Board, President and Chief Executive Officer of the Company on January 4, 2008.

8. Any increase of 10% or more of the same class of outstanding equity securities.

Reference is made to subparagraph 5 of this Item V-A, above, for actions that occurred in December 2007 and June 2011 causing an increase of 10% or more of the same class of outstanding equity securities.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization;

Reference is made to subparagraphs 5 and 7 of this Item V-A, above, for actions that occurred on October 31, 2007 resulting in the reorganization of the Company and December 2007 when the Company acquired its interests in American Bio-Clean Corporation and American Bio-Tech Cleaning, Inc. and in April, 2010 when it divested itself of its interests in American Bio-Clean Corporation.

On June 18, 2011, the company merged with Remuda Inc., a Nevada Company through statutory merger. Remuda Inc. is a petroleum research company that also has a product distribution subsidiary marketing research and methods for retail distribution worth \$50,000. Remuda owns the rights to the marketing research and methods of retail distribution through state and county fairs, swap meets, and other similar events, suitable for introducing and test marketing products before placing them in mass distribution retail outlets such as Walmart. The response of customers at such events is invaluable market research in fine tuning packaging and testing price points and markups in distribution. The strategies and requirements necessary for success in this type of multimillion dollar market all around the country have been developed by the Remuda team over 20 years of experience in the conducting such marketing, outlining the equipment required, the anticipated overhead expenses, and more.

At the present time, the Company does not anticipate that it will effectuate a future stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization.

10. Any delisting of the issuer's securities by any securities exchange or NASDAQ

The issuer's securities have not been delisted by any securities exchange or NASDAQ. On September 18,

2002, the Company, then known as Highland Holdings, International, Inc. was deleted from the OTC Bulletin Board due to the Company's failure to remain compliant with SEC reporting requirements. On June 15, 2007, the Company filed a Form 15 - Certification and Notice of Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934.

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

There are no current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition or operations. There are also no current, past or pending trading suspensions by a securities regulator.

B. Business of the Issuer

1. The issuer's primary and secondary SIC codes.

Primary – 562910 Secondary – 236220

2. Whether the issuer has never conducted operations, is in the development stage or is currently conducting operations.

The issuer is currently conducting operations.

3. Whether the issuer is considered a "shell company" pursuant to Securities Act Rule 405.

The issuer is not a "shell company".

4. The names of any parent, subsidiary, or affiliate of the issuer, and describe its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure document.

The company has no subsidiaries, see Item IX, paragraph B.

5. The effect of existing or probable governmental regulations on the business.

Our cleaning fluids are non-toxic, environmentally "green" products. Government regulations prohibit the use of many potential competitive products. Various government and quasi government agencies, in various regions of the World, have approved our products for use in those countries/regions. We do not anticipate any probable government regulations that would have a negative effect on our business.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and if applicable, the extent to which the cost of such activities are borne directly by customers.

Not applicable.

7. Costs and effects of compliance with environmental laws (federal, state and local).

Reference is made to subparagraph 5 of this item V-B, above, for the effect of environmental laws.

8. Total number of employees and number of full time employees.

The Company currently has 3 full time employees including the officers and directors.

Item IX: The nature of products or services offered.

A. Principal products or services, and their markets;

The Company's primary focus is the sale of environmentally-friendly cleaning fluids to alternative energy solutions and bio technology. In addition, the company has formed several joint ventures is actively seeking other joint venture partners for additional revenue.

B. Distribution methods of the products or services;

On October 9, 2010, the Company entered into an agreement to form a joint venture corporation with Ionlite Inc., a California Corporation (www.ionlite.com) Ionlite's proven air purifiers safely remove harmful particles from the air. Most particles that "float" in the air are positively charged. These particles act as large "rafts" for toxic chemicals and disease organisms-not the kind of thing you want to breathe! Negative ions are attracted to this positive charge like the opposing poles of a magnet. When the negative ion gives up its charge to the particle, it becomes attracted to other positively-charged particles in the air, forming masses that are too heavy to remain suspended. The joint venture company, Bion LLC is actively

marketing the Ionlite products and currently has over \$250,000.00 in its inventory. On October 11, 2010 the Company entered into an agreement to form a Joint Venture Corporation with Searching For Bigfoot, Inc., called Bigfoot Lives, LLC, a Nevada Limited Liability Company. The purpose of the joint venture is to distribute to Mexico a Spanish language adaptation of the film "Bigfoot Lives", a documentary film produced by Searching For Bigfoot Inc. (SFB). SFB is a Nevada Corporation founded in 2006, Searching For Bigfoot's primary purpose is to provide evidence of the existence of the creature known as "Bigfoot", while debunking myths about the creature-all the while filming it in documentary form. The Joint Venture Company, Bigfoot Lives, LLC, is licensed to adapt the film with Spanish subtitles and eventually dubbed with Spanish voices.

On November 05, 2010 the Company entered into an agreement to Joint Venture with Branek Inc., a California Corporation to form GTS Global LLC to market "Green Tea Smokes", also known as Billy 55. The GTS Product fulfills the needs of millions of tobacco smokers without exposing them to harmful effects of nicotine. The Green Tea smokes are not subject to federal or state tobacco taxes. Pricing can be at compelling discounts off cigarette market rates, yet exceptional profits should still be earned. Billy 55 will be sold in convenience/ food/ drug stores, specialty shops, street venues, clubs, and "big box" retailers. Where permitted, it will be dispensed in vending . Billy 55 smokes are made from a select green tea plant blended with other herbs in an established production process, overseen by an independent third-party quality control contractor. They are used just like tobacco products, however, they have significantly less tar, contain no nicotine, and are not produced using chemicals that are known to facilitate or enhance physical addiction. Smoking Billy 55 does produce carbon monoxide and tar; however, the tar is at a fraction of the equivalent measurement of tobacco. Billy 55 offers the millions that enjoy smoking an opportunity to enjoy a very appealing smoke along with a means for satisfying smokers' urges without being exposed to health risks associated with tobacco and nicotine. For some tobacco users it may even assist as an aid in cessation since it can satisfy oral fixations and hand boredom issues that are very common forces driving cigarette usage. The Company intends to assist with marketing the product, search for distribution and pledge BCLE preferred stock for a note offering by GTS Global LLC.

On April 4, 2011 the Company entered into a Joint Venture Agreement with Green Bridge Industries, Inc. to form a yet unnamed partnership which would market each other's products to different areas not serviced by the Companies. On September 7, 2011 the Company signed a manufacturing agreement with Green Bridge Industries, Inc. and its wholly owned subsidiary, ZAP Industries, Inc., in which Green Bridge Industries has agreed to assist and implement the setup of Bio-Clean International as a manufacturer of green and other cleaning products needed to fulfill our sales and marketing goals. Under this agreement, Bio-Clean will control the manufacturing of these products as well as other related products for necessary for future expansion plans. Additionally, Bio-Clean will assume part of the Green Bridge's debt as part of the purchase. ZAP Industries, Inc., as part of this agreement, will be the exclusive ingredient supplier to Bio-Clean for some of the products manufactured.

On June 18, 2011, the company merged with Remuda Inc., a Nevada Company through statutory merger. Remuda Inc. is a petroleum research company that also has a product distribution subsidiary marketing research and methods for retail distribution worth \$50,000. Remuda owns the rights to the marketing research and methods of retail distribution through state and county fairs, swap meets, and other similar events, suitable for introducing and test marketing products before placing them in mass distribution retail outlets such as Walmart. The response of customers at such events is invaluable market research in fine tuning packaging and testing price points and markups in distribution. The strategies and requirements necessary for success in this type of multimillion dollar market all around the country have been developed by the Remuda team over 20 years of experience in the conducting such marketing, outlining the equipment required , the anticipated overhead expenses, and more.

On August 17, 2011 the company signed a Letter of Intent to Joint Venture with Mariner's Choice

Industries of Toronto, Canada. As of the date of this report no agreement has been reached to form a joint venture.

On September 30, 2011 the company entered into a General Partnership agreement with Genesis Industries Inc. to manufacture, distribute and market bio-remediation fluids and other natural cleaning products for military, commercial and consumer use. The name of the new partnership company is called Genesis Environmental Products. The new company is 40% owned by Bio-Clean International and will carry a Service Disabled Veteran Owned Business designation.

C. Status of any publicly announced new product or service;

No such announcements.

D. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition;

There are a number of competitors in an emerging market in which the Company is attempting to recapture its market share.

E. Sources and availability of raw materials and the names of principal suppliers;

The Company entered into a manufacturing agreement with Green Bridge Industries, a Joint Venture partner to supply ingredients to the Company for manufacturing use.

F. Dependence on one or a few major customers;

None

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements, or labor contracts, including their duration;

None

H. The need for government approval of principal products or services and the status of any requested government approvals.

None at this time

Item X: The nature and extent of the issuer's facilities.

The Company's corporate offices are currently located in Rancho Santa Margarita, California. The current lease for the Company's office space is on a month-to-month basis.

Part D: Management Structure and Financial Information

Item XI: The name of the chief executive officer, members of the board of directors, as well as control persons.

A. Officers and Directors and Control Persons. Provide the full names, business addresses, employment histories (for the past 10 years), positions held, responsibilities and employment dates, board memberships, other affiliations, compensation and number of securities (specify each class) beneficially owned by each person as of the date of this information statement.

During the past two fiscal years, no compensation has been paid to any of the following officers or directors.

Executive Officers and Directors

Name Position Affiliations Shares

Michael Roth C.E.O., President, Chairman None 51,000*

Lewis Kurtz CFO, Director None None

Harry Jose Secretary, Director None None

*Mr. Roth holds 51,000 shares of the Company's Series F Preferred Stock, which is 100% of that class.

Control Person (shareholders holding more than 10% of any class)

Common Stock-there are no beneficial shareholders

Series D Convertible Preferred: Of the 400,000 shares issued and outstanding Lawrence P. Wagner owns 200,000 shares and John Peery owns 200,000 shares.

Series F Convertible Preferred: Of the 51,000 shares issued and outstanding Michael Roth owns 51,000 shares.

Michael Roth: C.E.O., President, Chairman

Michael Roth is the C.E.O., President, and Chairman of the Board of Directors of Bio-Clean International, Inc. Mr. Roth has been involved in the Securities Industry for more than 10 years as an officer, director and as a compliance consultant. Prior to that he spent another 15 years in the mortgage industry in various capacities from loan originations to collections to wholesale lending. In 1999 he formed e-Net .com corporation, and served as President & CEO until merging with American Mortgage Securities Compliance Control LLC 2000, which he still owns and manages.

Lewis Kurtz: CFO, Director

Lewis Kurtz is the CFO and a director of Bio-Clean International, Inc. A summary of Mr. Kurtz's qualifications follows:

EMPLOYMENT HISTORY

Controller, Treasurer- Caesar's Palace; President- Nevada Hotel Accountant's Association; CFO- Everlast Filtration, public company; Executive Vice-President- King's Castle and Bonanza; Vice-President of Operations- Tenny Corporation, public company; Self-employed owner- L.G. Kurtz Associates (25 years). Ten years accounting firm- Pannel, Kerr, Forster (formerly Harris, Kerr, Forster).

DUTIES and EXPERIENCE

Prepare Business Plans

Arrange Financing- Private and Public Companies

Assist, Evaluate, Prepare, All Financial Data and Transactions

Prepare and Review 10K, 10Q, etc. for SEC Filing

Evaluate Private Placement, Memorandums, Prepare Companies for Merger, Acquisition or Sale.

The scope of Mr. Kurtz' experience includes real estate companies, manufacturing companies, gaming and casino companies, hotel and restaurant companies, etc.

PERSONAL DATA

Graduated Temple University - B.S. Accounting, Held Real Estate License (New York), Held Stockbrokers License (Series Seven), President Nevada Hotel Accountants Association - two years, Instructor - University of Nevada (Las Vegas).

Harry Jose: Secretary, Director

Harry Jose is the Secretary and a director of Bio-Clean International, Inc. A summary of Mr.

Jose's qualifications follows:

Skills

- Proficient in Excel, Word, Outlook, and all MS Office

Products

- Typing of 50-55 WPM
- Ability to Multitask Efficiently
- Quick learner with attention to detail
- Bilingual in English and Spanish

Work experience 2005-2009 CDJP Holdings Corp Canyon Country, CA

Self Employed

- Financial adviser/broker to start up small cap/mid cap companies
- Helped raise over \$5 Million for several start up companies.
- Helped in taking companies public.

2000-2005 TBFM Inc. Chatsworth, CA

Office Manager

- Ran day to day operations of office.

- In charge of banking and deposits for the office.
- Ran month end sales report to present to producers.

1999-2000 Sun America

Woodland Hills, CA

Customer Service Representative

- Customer Service Rep taking phone calls in a financial call center.
- Helped Customers with all types of needs regarding their policies.
- Prepared documents to be mailed to clients.
- Trained new CSR's in policy and procedures for company.

1996-1999 Cox Communications Santa Barbara, CA

Customer Service Representative

- Customer Service Rep taking phone calls in a cable call center.
- Helped Customers with all types of cable television needs.
- #1 Sales Volume leader for 18 straight months.
- Trained new CSR's in policy and procedures for company.

B. Legal/Disciplinary History. Identify whether any of the foregoing persons have in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None of the foregoing persons have been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.

2. The entry of an order, judgment, or decree not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities;

None of the foregoing persons have been the subject of any order, judgment, or decree, that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated;

None of the foregoing persons have been the subject of any finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law.

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

None of the foregoing persons have been the subject of any order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

C. Disclosure of Family Relationships. Describe any family relationships existing among and between the Issuer's officers, directors, persons chosen or nominated by the Issuer to become directors or officers, or beneficial owners of more than five percent (5%) of any class of the Issuer's equity securities.

The Issuer is unaware of any such family relationships.

D. Disclosure of Related Party Transactions. Describe any transaction during the Issuer's past two full fiscal years and the current fiscal year, or any currently proposed transaction, involving the Issuer, in which (i) the amount involved exceeds the lesser of

\$120,000 or one percent of the average of the Issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest.

The Issuer is unaware of any such related party transactions except for loans made to the Company by its officers and/or directors in the ordinary course of business and which are disclosed in our financial statements.

E. Disclosure of Conflicts of Interest. Describe any related party transactions or conflicts of interests. Provide a description of the circumstances, parties involved and mitigating factors for any related party transactions or executive officer or director with competing professional or personal interests.

The Company is unaware of any conflicts of interest that may exist by and among the Company, its officers and directors.

Item XII. Financial Information for the Issuer's most current fiscal period.

The unaudited financial statements of the Company for the fiscal year ended December 31, 2011 will be submitted under separate cover as a further part of Exhibit 12.1 hereto and will then be incorporated by reference. Please see the Table of Exhibits under Part E of this annual Report for additional information concerning these financial statements and those in Item XIII.

Item XIII. Similar Financial Information for such part of the two preceding fiscal years as the Issuer or its predecessor has been in business.

Will be submitted under separate cover.

Item XIV: Beneficial Owners. To the extent not otherwise disclosed in response to the foregoing, provide a list of the names, addresses and shareholdings of all persons holding more than five percent (5%) of any class of the issuer's equity securities.

All such shareholders are disclosed above.

To the extent not otherwise disclosed, if any of the above shareholders are corporate shareholders, provide the disclosure as to person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

There is no information regarding the person(s) owning or controlling such corporate shareholders that has not previously been disclosed.

Item XV: The name of any outside providers that advise the issuer on matters relating to the operations, business development and disclosure. The information should include the advisor(s) name, address, telephone and email address.

1. Investment Banker

None

2. Promoters;

None

3. Counsel;

Robert J. Huston III, ESQ., P.O. Box 235, Corona del Mar, CA 92625; Tel and Fax: (949) 719-0565; e-mail: bob_huston@yahoo.com

4. Accountants or Auditor; clearly describe if an outside accountant provides audit or review services;

None.

5. Public Relations Consultant(s);

World Wide Media, Inc. 340 Royal Poinciana Way #317, Palm Beach, FLA 33480
(310) 925-9976 info@wwmediagroup.com

6. Investor Relations Consultant;

None

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure documentation.

None

Item XVI: Management's Discussion and Analysis or Plan of Operation.

A. Plan of Operation

The Company transferred its interests in two operating entities, American Bio-Clean Corporation and American Bio-Tech Cleaning in 2010. On January 25, 2010 the Company sold its interest in American Bio-Tech Cleaning, Inc. in exchange for One Hundred Thousand (100,000) shares of Series I Preferred Stock of ACT Clean Technologies, Inc., which is convertible into One Million Dollars (\$1,000,000) of ACT Common Stock. This agreement is marked below as exhibit 14.1. A Settlement Agreement and Mutual Release ("Agreement") was executed as of April 17, 2010 by and between Bio-Clean International, Inc., a Nevada corporation and others, on the one hand (hereinafter "Parties of the First Part"), and John P. Finn ("Finn"), Tammy D. Dunn, Donald Wantz ("Wantz") and American Bioclean Corporation, a Nevada corporation, on the other hand. This agreement is marked below as Exhibit 14.2.

GOING FORWARD

During the reporting period, the company has entered into negotiations with several companies to joint venture to provide additional revenue for the company. No new information is available at this time. On October 9, 2010, the Company entered into an agreement to form a joint venture corporation with Ionlite Inc., a California Corporation (www.ionlite.com) Ionlite's proven air purifiers safely remove harmful particles from the air. Most particles that "float" in the air are positively charged. These particles act as large "rafts" for toxic chemicals and disease organisms-not the kind of thing you want to breathe! Negative ions are attracted to this positive charge like the opposing poles of a magnet. When the negative ion gives up its charge to the particle, it becomes attracted to other positively-charged particles in the air, forming masses that are too heavy to remain suspended. The joint venture company, Bion LLC is actively marketing the Ionlite products and currently has over \$250,000.00 in its inventory.

On October 11, 2010 the Company entered into an agreement to form a Joint Venture Corporation with Searching For Bigfoot, Inc., called Bigfoot Lives, LLC, a Nevada Limited Liability Company. The purpose of the joint venture is to distribute to Mexico a Spanish language adaptation of the film "Bigfoot Lives", a documentary film produced by Searching For Bigfoot Inc. (SFB). SFB is a Nevada Corporation founded in 2006, Searching For Bigfoot's primary purpose is to provide evidence of the existence of the creature known as "Bigfoot", while debunking myths about the creature-all the while filming it in documentary form. The Joint Venture Company, Bigfoot Lives, LLC, is licensed to adapt the film with Spanish subtitles and eventually dubbed with Spanish voices.

On November 05, 2010 the Company entered into an agreement to Joint Venture with Branek Inc., a California Corporation to form GTS Global LLC to market "Green Tea Smokes", also known as Billy 55. The GTS Product fulfills the needs of millions of tobacco smokers without exposing them to harmful effects of nicotine. The Green Tea smokes are not subject to federal or state tobacco taxes. Pricing can be at compelling discounts off cigarette market rates, yet exceptional profits should still be earned. Billy 55 will be sold in convenience/ food/ drug stores, specialty shops, street venues, clubs, and "big box" retailers. Where permitted, it will be dispensed in vending . Billy 55 smokes are made from a select green tea plant blended with other herbs in an established production process, overseen by an independent third-party quality control contractor. They are used just like tobacco products, however, they have significantly less tar, contain no nicotine, and are not produced using chemicals that are known to facilitate or enhance physical addiction. Smoking Billy 55 does produce carbon monoxide and tar; however, the tar is at a fraction of the equivalent measurement of tobacco. Billy 55 offers the millions that enjoy smoking an opportunity to enjoy a very appealing smoke along with a means for satisfying smokers' urges without being exposed to health risks associated with tobacco and nicotine. For some tobacco users it may even assist as an aid in cessation since it can satisfy oral fixations and hand boredom

issues that are very common forces driving cigarette usage. The Company intends to assist with marketing the product, search for distribution and pledge BCLE preferred stock for a note offering by GTS Global LLC.

On April 4, 2011 the Company entered into a Joint Venture Agreement with Green Bridge Industries, Inc. to form a yet unnamed partnership which would market each other's products to different areas not serviced by the Companies. On September 7, 2011 the Company signed a manufacturing agreement with Green Bridge Industries, Inc. and its wholly owned subsidiary, ZAP Industries, Inc., in which Green Bridge Industries has agreed to assist and implement the setup of Bio-Clean International as a manufacturer of green and other cleaning products needed to fulfill our sales and marketing goals. Under this agreement, Bio-Clean will control the manufacturing of these products as well as other related products for necessary for future expansion plans. Additionally, Bio-Clean will assume part of the Green Bridge's debt as part of the purchase. ZAP Industries, Inc., as part of this agreement, will be the exclusive ingredient supplier to Bio-Clean for some of the products manufactured.

On June 18, 2011, the company merged with Remuda Inc., a Nevada Company through statutory merger. Remuda Inc. is a petroleum research company that also has a product distribution subsidiary marketing research and methods for retail distribution worth \$50,000. Remuda owns the rights to the marketing research and methods of retail distribution through state and county fairs, swap meets, and other similar events, suitable for introducing and test marketing products before placing them in mass distribution retail outlets such as Walmart. The response of customers at such events is invaluable market research in fine tuning packaging and testing price points and markups in distribution. The strategies and requirements necessary for success in this type of multimillion dollar market all around the country have been developed by the Remuda team over 20 years of experience in the conducting such marketing, outlining the equipment required , the anticipated overhead expenses, and more.

On August 17, 2011 the company signed a Letter of Intent to Joint Venture with Mariner's Choice Industries of Toronto, Canada. As of the date of this report no agreement has been reached to form a joint venture.

On September 30, 2011 the company entered into a General Partnership agreement with Genesis Industries Inc. to manufacture, distribute and market bio-remediation fluids and other natural cleaning products for military, commercial and consumer use. The name of the new partnership company is called Genesis Environmental Products. The new company is 40% owned by Bio-Clean International and will carry a Service Disabled Veteran Owned Business designation.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Not applicable.

C. Off-Balance Sheet Arrangements.

Presently, the Company has no off-balance sheet arrangements.

Part E: Issuance History

Item XVII: List of securities offerings and shares issued for services in the past two years.

In the fiscal year ended April 2009, we issued restricted stock for services to officers as follows: 10,000,000 shares of common stock and 400,000 shares of Series D Preferred Stock to James E. Shipley; 5,600,000 shares of common stock to John P. Finn; 2,000,000 shares of common stock to Tammy D. Dunn; 2,000,000 shares of common stock to René E. Ponce; and 1,000,000 shares of common stock to Donald E. Wantz. In the same fiscal year, we issued 12,700,000 shares of restricted stock for services to outside, non-affiliates for business administration consulting services, Public Relations services and Investor Relation services. On November 14, 2011 we issued 37,129,704 shares to World Wide Media for their consulting services.

Part F: Exhibits

Item XVIII Material Contracts.

None.

Item XIX: Articles of Incorporation and Bylaws.

The Certificate of Conversion (Delaware), Articles of Conversion (Nevada), Articles of Incorporation (Nevada) and Bylaws of the Company were included in the Initial Information Disclosure filed with the Pink Sheets LLC on February 22, 2008 as Exhibits 19.1, 19.2, 19.3 and 19.4, respectively. Subsequent Amendments to the Articles of Incorporation are included as Exhibits 19.5, 19.6 and 19.7 to the Annual Report April 30, 2009 filed with the Pink Sheets LLC. There have been no subsequent amendments to the Articles of Incorporation or the Bylaws of the Company.

Table of Exhibits

Exhibit No. Description of Exhibit

14.1 Purchase Agreement, dated January 25, 2010, between the Company and ACT Clean Technologies for the sale of the Company's interest in American Bio-Tech Cleaning, Inc.

14.2 Settlement Agreement and Mutual Release, dated April 17, 2010 wherein the Company divested itself of its interest in American Bio-clean Corporation.

Item XX: Issuer's Certifications.

I, Michael Roth, Chief Executive Officer of Bio-Clean International, Inc., hereby certify that:

1. I have reviewed this annual statement of Bio-Clean International, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this disclosure statement.

/s/Michael Roth

MICHAEL ROTH

President and Chief Executive Officer

Bio-Clean International Inc.

December 31, 2011

EXHIBIT 12.1

BIO-CLEAN INTERNATIONAL, INC.
Balance Sheet January 1, 2011 to December 31, 2011

ASSETS	
Current Assets	
Other Current Assets	126,700.00
Total Current Assets	126,700.00
TOTAL ASSETS	126,700.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	37,073.08
Other Current Liabilities	215,000.00*
Total Current Liabilities	252,073.08
Long Term Liabilities	110,000.00
Total Liabilities	362,073.08
Equity	-235,373.08
TOTAL LIABILITIES & EQUITY	126,700.00

*Includes notes payable to individuals-at the time of the report the Company was gathering information regarding each individual note and date and the veracity of other notes that may have been made or paid or converted. It was confirmed that 6 notes were made to 6 separate individuals; of which two were made by the Company on February 17, 2010 in the amount of \$25,000 each at a one and one half percent per month interest rate. On February 17, 2011 two additional notes were made in the amount of \$25,000 each at an interest rate of 7% per annum.

Exhibit 13.1.

BIO-CLEAN INTERNATIONAL, INC.
Income and Expense
January 1, 2011 to December 31, 2011

Ordinary Income

Income	0.00
Converted Debt	30,000.00
Total Income	30,000.00
Gross Profit	30,000.00

Expense

Professional Fees	60,520.85
Rent Expense	482.00
Telephone Expense	1,455.00
Total Expense	62,457.85
Net Ordinary Income	-32,457.85
Net Income	-32,457.85

EXHIBIT 14.1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 25th of January, 2010, by and between the following:

Bio-Clean International, Inc. (a/k/a Green Planet Services, Inc.), a Nevada corporation (hereinafter, the "Seller"); and

ACT Clean Technologies, Inc., a Nevada corporation (hereinafter "ACT").

WITNESSETH:

WHEREAS, subject to the terms and conditions of this Agreement, ACT and Seller desire for ACT to purchase from Seller and for Seller to sell to ACT Eight Hundred (800) shares of capital stock of American Bio-Tech Cleaning, Inc., a Nevada corporation (the "ABT Stock" and "ABT", respectively), which represents Eighty percent (80%) of the issued and outstanding capital stock of ABT;

WHEREAS, the Board of Directors of ACT deems it desirable and in the best interests of ACT and its stockholders that ACT purchase the ABT Stock; and

WHEREAS, the Board of Directors of Seller deem it desirable and in the best interests of Seller and its stockholders that Seller sells the ABT Stock to ACT; and

WHEREAS, as consideration for the ABT Stock ACT shall to Seller One Hundred Thousand (100,000) shares of ACT Series I Convertible Preferred Stock, \$0.01 par value per share (the "ACT Preferred Shares"), the ACT Preferred Shares being further described in Paragraph 2.2, below; and

WHEREAS, ACT and Sellers intend that this transaction shall be eligible for treatment as a tax-free reorganization pursuant to the provisions of Internal Revenue Code Section 368(a) (1)(B); and

WHEREAS, ACT and Sellers desire to provide for certain undertakings, conditions, representations, warranties, and covenants in connection with the transactions contemplated by this Agreement; and

WHEREAS, Sellers and the Board of Directors of ACT have approved and adopted this Agreement, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

SECTION 1

DEFINITIONS

1.1 "Agreement", "ABT", "ABT Stock", "ACT", "ACT Preferred Shares", and "Seller", respectively, shall have the meanings defined in the foregoing preamble and recitals to this Agreement.

1.2 "Closing Date" shall mean 10:00 A.M., PST, January 25, 2010, at Huntington Beach, California, the date on which the parties hereto shall close the transactions contemplated herein; provided that the parties can change the Closing Date and place of Closing to such other time and place as the parties shall mutually agree, in writing. As of the Closing Date, all Exhibits to this Agreement shall be complete and attached to this Agreement.

SECTION 2

AGREEMENT FOR PURCHASE AND SALE OF ABT STOCK

2.1 Substantive Terms of the Purchase and Sale of ABT Stock. Seller shall sell and

deliver to ACT Eight Hundred (800) shares of common stock of ABT, which represents Eighty percent (80%) of the issued and outstanding common stock of ABT in a form enabling ACT, then and there, to become the record and beneficial owner of said common stock.

2.2 Consideration Paid by ACT. ACT shall sell and deliver to Sellers the ACT Preferred Shares, consisting of One Hundred Thousand (100,000) shares of Series I Preferred Stock of ACT, which is convertible into One Million Dollars (\$1,000,000) of ACT Common Stock, in accordance with the provisions of a Certificate of Designations to be filed with the Nevada Secretary of State. The ACT Preferred Shares shall be issued pursuant to an exemption from registration under the Securities Act of 1933 (the "1933 Act") and from registration under any and applicable state securities laws. The certificate the ACT Preferred Shares shall bear the restrictive legend set forth in Rule 144 of the Rules and Regulation of the 1933 Act and any appropriate legend required under applicable state securities laws. The ACT Preferred Shares shall be validly issued and outstanding, fully paid, and non-assessable.

2.3 Corporate Structure Following Effectiveness of Transaction. It is the intent of the parties that, following the Closing Date, ABT will be a wholly owned subsidiary of ACT. René Ponce will continue to serve as President of ABT and shall be named a director of ACT. Other officers and directors of ABT shall be determined by ACT and René Ponce.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF ACT

ACT, in order to induce Seller to execute this Agreement and to consummate the transactions contemplated herein, represents and warrants to Seller, as follows:

3.1 Organization and Qualification. ACT is a corporation duly organized, and validly existing under the laws of Nevada, with all requisite power and authority to own its property and to carry on its business as it is now being conducted. ACT is duly qualified as a foreign corporation and in good standing in each jurisdiction where the ownership, lease, or operation of property or the conduct of business requires such qualification, except where the failure to be in good standing or so qualified would not have a material, adverse effect on the financial condition or business of ACT.

3.2 Ownership of ACT. ACT is authorized to issue two classes of stock of up to 502,000,000, as follows (i) 500,000,000 are common shares, \$0.0001 par value per share, of which 182,784,663 are currently issued and outstanding; and (ii) 2,000,000 are preferred shares, \$0.01 par value per share, of which 400,000 shares are designated Series A with -0- shares issued and outstanding, 100,000 shares designated Series B with 6,666 shares issued and outstanding, 1,000 shares designated Series C with -0- shares issued and outstanding, 100,000 shares designated Series D with 462 shares issued and outstanding, 1 share designated Series E with -0- shares issued and outstanding, 60 shares designated Series F with -0- issued and outstanding, 100,000 shares designated Series G with 100,000 shares to be issued, and 70,000 shares designated Series H with 64,282 shares to be issued.

3.3 Authorization and Validity. ACT has the requisite power and is duly authorized to execute and deliver and to carry out the terms of this Agreement. The board of directors of ACT has taken all action required by law, its Articles of Incorporation, as amended, and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, subject to the satisfaction or waiver of the conditions precedent set forth in Section 8 of this Agreement. Assuming this Agreement has been approved by all action necessary on the part of Sellers, this Agreement is a valid and binding agreement of ACT.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, in order to induce ACT to execute this Agreement and to consummate the transactions contemplated herein, represent and warrant to ACT as follows:

4.1 Organization and Qualification. ABT is a Nevada corporation, duly organized and

validly existing under the laws of the State of Nevada with all requisite power and authority to own its property and assets and to carry on its business as it is now being conducted. ABT is qualified as a foreign corporation and is in good standing in each jurisdiction where the ownership, lease, or operation of property or the conduct of its business requires such qualification, except where the failure to be in good standing or so qualified would not have a material, adverse effect on the financial condition and business of ABT.

4.2 Ownership of ABT Stock. ABT is authorized to issue one class of stock: common stock, consisting of up to Two Hundred Fifty Thousand (250,000) shares, \$0.001 par value per share. At the date hereof, of such authorized shares of common stock, One Hundred Thousand (100,000) shares have been validly issued and are outstanding, fully paid, and non-assessable. Eighty (80,000) of the shares of common stock are owned of record and beneficially by Seller. There are no options, warrants, or other securities exercisable or convertible into or any calls, commitments, or agreements of any kind relating to any unissued equity securities of ABT.

4.3 Authorization and Validity. Seller has the requisite power and is duly authorized to execute and deliver and to carry out the terms of this Agreement. The board of directors of Seller has taken all action required by law, its Articles of Incorporation, as amended, and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, subject to the satisfaction or waiver of the conditions precedent set forth in Section 8 of this Agreement. Assuming this Agreement has been approved by all action necessary on the part of ACTs, this Agreement is a valid and binding agreement of Seller.

4.4 Conduct and Transactions of ABT. During its current fiscal year, ABT conducted the operations of its business consistent with past practice and used its best efforts to maintain and preserve its properties, ABT employees, and relationships with customers and suppliers. Without limiting the foregoing, during such period ABT did not:

- (a) Incur any liabilities except to maintain its facilities and assets in the ordinary course of its business;
- (b) Declare or pay any dividends on any shares of capital stock or make any other distribution of assets to the holders thereof;
- (c) Issue, reissue, or sell, or issue options or rights to subscribe to, or enter into any contract or commitment to issue, reissue, or sell, any shares of capital stock or acquire or agree to acquire any shares of capital stock;
- (d) Amend its respective Articles of Incorporation or Bylaws or merge or consolidate with or into any other corporation or sell all or substantially all of its assets or change in any manner the rights of its capital stock or other securities;
- (e) Pay or incur any obligation or liability, direct or contingent, except in the ordinary course of its business;
- (f) Incur any indebtedness for borrowed money, assume, guarantee, endorse, or otherwise become responsible for obligations of any other party, or make loans or advances to any other party except in the ordinary course of its business;
- (g) Increase in any manner the compensation, direct or indirect, of any of its officers or executive employees, except as otherwise disclosed in Exhibit 4.4(g), hereto; or
- (h) Make any capital expenditures except in the ordinary course of its business.

4.5 Compensation Due Employees. ABT will not have any outstanding liability for payment of wages, payroll taxes, vacation pay (whether accrued or otherwise), salaries, bonuses, pensions, contributions under any employee benefit plans or other compensation, current or deferred, under any labor or employment contracts, whether oral or written, based upon or accruing in respect of those services of employees of ABT that have been performed prior to the Closing Date, except as specified on Exhibit 4.5 hereto. On the Closing Date, ABT will not have any unfunded, contingent or other liability under any defined benefits plan or any other retirement or retirement-type plan, whether such plan is to continue or are thereupon

terminated, except for the normal on-going obligations for future contributions under such planes) not related, generally or specifically, to the termination of such planes) or except as specified on Exhibit 4.5 hereto.

4.6 Union Agreements and Employment Agreements. ABT is not a party to any union agreement or any organized labor dispute. ABT has no written or verbal employment agreements with any of its employees, except as listed in Exhibit 4.6 hereto.

4.7 Contracts and Leases. Except as listed in Exhibit 4.7 hereto, ABT is not a party to any written or oral leases, commitments, or any other agreements. On the Closing Date, ABT has paid or performed in all material respects all obligations required to be paid or performed by it to such date and will not be in default under any document, contract, agreement, lease, or other commitment to which it is a party.

4.8 Insurance. All insurance against losses or damages or other risks which are in force for the benefit of ABT are set forth in Exhibit 4.8 hereto.

4.9 Liabilities. ABT has no liabilities, except as described in Exhibit 4.9 hereto.

4.10 Proprietary Rights. ABT owns or is duly licensed to use such patents, trademarks and copyrights as are necessary to conduct its business as presently conducted. The conduct of business by ABT does not, to the best knowledge of ABT, infringe upon the patents, trademarks or copyrights of any third party. ABT owns the rights to the fictitious business name in all jurisdictions in which it is presently operating.

4.11 Internal Controls.

(a) There have been no transactions except in accordance with management's general or specific authorization.

(b) ABT has devised and maintained respective systems of internal accounting controls sufficient to provide reasonable assurances that transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles and (ii) to maintain accountability for assets and expenses.

4.12 Contracts and Agreements. ABT is not a party to any material contracts or agreements in respect of the operation of its business, except as listed in Exhibit 4.12 hereto.

4.13 Minute Books. The minute books of ABT contain true, complete, and accurate records of all meetings and other corporate actions of its shareholders and Board of Directors, and true and accurate copies thereof have been delivered to counsel for ACT prior to the Closing Date. The signatures appearing on all documents contained therein are the true signatures of the persons purporting to have signed the same.

4.14 Litigation. Except as set forth in Exhibit 4.14, there are no actions, suits, proceedings, orders, investigations, or claims (whether or not purportedly on behalf of ABT) pending against or affecting ABT at law or in equity or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending or threatened in writing during the 12-month period preceding the date hereof, which, if adversely determined, would materially and adversely affect the financial condition of ABT or which seeks to prohibit, restrict, or delay the consummation of the stock sale contemplated hereby. ABT is not operating under or subject to, or in default with respect to, any order, writ, injunction, or decree of any court or federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality.

4.15 Taxes. At the Closing Date, all tax returns required to be filed with respect to the operations or assets of each of ABT prior to Closing Date have been correctly prepared in all material respects and timely filed, and all taxes required to be paid in respect of the periods covered by such returns have been paid in full or adequate reserves have been established for the payment of such taxes. Except as set forth in Exhibit 4.15, as of the Closing Date, ABT has not requested any extension of time within which to file any tax returns, and all known deficiencies for any tax, assessment, or governmental charge or duty shall have been paid in full or adequate

reserves have been established for the payment of such taxes. The ABT tax returns are true and complete in all material respects. No audits by federal or state authorities are currently pending or threatened.

4.16 No Defaults. ABT is not in default under or in violation of any provision of its Articles of Incorporation or Bylaws. ABT is not in default under or in violation of any material provision of any indenture, mortgage, deed of trust, lease, loan agreement, or other agreement or instrument to which it is a party or by which it is bound or to which any of its is subject, if such default would have a material, adverse effect on the financial condition or business of ABT. ABT is not in violation of any statute, law, ordinance, order, judgment, rule, regulation, permit, franchise, or other approval or authorization of any court or governmental agency or body having jurisdiction over it or any of its properties which, if enforced, would have a material, adverse effect on the financial condition or business of ABT. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with or result in a breach of or constitute a default under any of the foregoing or result in the creation of any lien, mortgage, pledge, charge, or encumbrance upon any asset of ABT and no consents or waivers thereunder are required to be obtained in connection therewith in order to consummate the transactions contemplated by this Agreement.

4.17 Documents. The copies of all agreements and other instruments that have been delivered by Seller to ACT are true, correct, and complete copies of such agreements and instruments and include all amendments thereto.

4.18 Disclosure. The representations and warranties made by Seller herein and in any schedule, statement, certificate, or document furnished or to be furnished by ABT and/or Seller to ACT pursuant to the provisions hereof or in connection with the transactions contemplated hereby taken as a whole do not and will not as of their respective dates contain any untrue statements of a material fact, or omit to state a material fact necessary to make the statements made not misleading.

SECTION 5

INVESTIGATION; PRESS RELEASE

5.1 Investigation.

(a) ACT acknowledges that it has made an investigation of ABT to confirm, among other things, the assets, liabilities, and status of business of ABT and the cash position, accounts receivable and liabilities. In the event of termination of this Agreement, ACT will deliver to Seller all documents, work papers, and other materials and all copies thereof obtained by ACT, or on its behalf, from ABT or Seller, whether obtained before or after the execution hereof, will not use, directly or indirectly, any confidential information obtained from ABT or Seller hereunder or in connection herewith, and will keep all such information confidential and not used in any way detrimental to ABT or Seller except to the extent the same is publicly disclosed by ABT or Seller.

(b) Seller acknowledges that it has made an investigation of ACT, which has included, among other things, the opportunity of discussions with executive officers of ACT, and its accountants, investment bankers, and counsel. In the event of termination of this Agreement, Seller will deliver to ACT all documents, work papers, and other materials and all copies thereof obtained by him, or on his behalf, from ACT, whether obtained before or after the execution hereof and will not use, directly or indirectly, any confidential information obtained from ACT hereunder or in connection herewith, and will keep all such information confidential and not used in any way detrimental to ACT, except to the extent the same is publicly disclosed by ACT.

(c) Except in the event that any party hereto discovers in the course of his or its respective investigation any breach of a representation or warranty by the other party hereto and does not disclose it to such other party prior to the Closing Date, no investigation pursuant to this Section 5.1 shall affect or be deemed to modify any representation or warranty made by any party hereto.

5.2 Press Release . ACT and Seller shall agree with each other as to the form and substance of any press releases and the filing of any documents with any federal or state agency

related to this Agreement and the transactions contemplated hereby and shall consult with each other as to the form and substance of other public disclosures related thereto; provided, however, that nothing contained herein shall prohibit either party from making any disclosure that its counsel deems necessary.

SECTION 6 BROKERAGE

6.1 Brokers and Finders. Neither ACT nor Seller, or any of their respective officers, directors, employees, or agents, has employed any broker, finder, or financial advisor or incurred any liability for any fee or commissions in connection with initiating the transactions contemplated herein. Each party hereto agrees to indemnify and hold the other party harmless against or in respect of any commissions, finder's fees, or brokerage fees incurred or alleged to have been incurred with respect to initiating the transactions contemplated herein as a result of any action of the indemnifying party.

SECTION 7 CLOSING AGREEMENTS AND POST - CLOSING

7.1 Closing Agreements. On the Closing Date, the following activities shall occur, the following agreements shall be executed and delivered, and the respective parties thereto shall have performed all acts that are required by the terms of such activities and agreements to have been performed simultaneously with the execution and delivery thereof as of the Closing Date:

- (a) Seller shall have executed and delivered documents to ACT sufficient then and there to transfer record and beneficial ownership to ACT of the ABT Stock, consisting of Eighty Thousand (80,000) shares of ABT common stock;
- (b) ACT shall have delivered to Seller the ACT Preferred Shares, consisting of One Hundred Thousand (100,000) shares of ACT Series I Convertible Preferred Stock.

SECTION 8 CONDITIONS PRECEDENT TO ACT'S OBLIGATIONS TO CLOSE

The obligations of ACT to consummate this Agreement are subject to satisfaction on or prior to the Closing Date of the following conditions:

8.1 Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and Seller shall have performed in all material respects all of its obligations hereunder theretofore to be performed.

8.2 Other. The joint conditions precedent in Section 10 hereof shall have been satisfied and all documents required for Closing shall be acceptable to Counsel for ACT.

SECTION 9 CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE

The obligation of Seller to consummate this Agreement is subject to the satisfaction on or prior to the Closing Date of the following conditions:

9.1 Representations and Warranties. The representations and warranties of ACT contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and ACT shall have performed in all material respects all of its obligations hereunder theretofore to be performed.

9.2 Other. The joint conditions precedent in Section 10 hereof shall have been satisfied.

SECTION 10 JOINT CONDITIONS PRECEDENT

The obligations of ACT and Seller to consummate this Agreement shall be subject to satisfaction or waiver in writing by all parties of each and all of the following additional conditions precedent at or prior to the Closing Date:

10.1 Other Agreements. All of the agreements contemplated by Section 7.1 of this Agreement shall have been executed and delivered, and all acts required to be performed thereunder as of the Closing Date shall have been duly performed, including, without limitation,

completion of all exhibits to this Agreement.

10.2 Absence of Litigation . At the Closing Date, there shall be no action, suit, or proceeding pending or threatened against any of the parties hereto by any person, governmental agency, or subdivision thereof, nor shall there be pending or threatened any action in any court or administrative tribunal, which would have the effect of inhibiting the consummation of the transactions contemplated herein.

SECTION 11

TERMINATION

11.1 Termination. This Agreement may be terminated and abandoned on the Closing Date by:

- (a) the mutual consent in writing of the parties hereto;
- (b) ACT, if the conditions precedent in Sections 8 and 10 of this Agreement have not been satisfied or waived by the Closing Date; and
- (c) Seller, if the conditions precedent in Sections 9 and 10 of this Agreement have not been satisfied or waived by the Closing Date.

If this Agreement is terminated pursuant to Section 11.1, the parties hereto shall not have any further obligations under this Agreement, and each party shall bear all costs and expenses incurred by it.

SECTION 12

NATURE AND SURVIVAL OF REPRESENTATIONS, ETC.

12.1 All statements contained in any certificate or other instrument delivered by or on behalf of ACT or Seller pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations and warranties by such party. All representations and warranties and agreements made by ACT or Seller in this Agreement or pursuant hereto shall survive the Closing Date hereunder until the expiration of the 12th month following the Closing Date.

SECTION 13

MISCELLANEOUS

13.1 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if written and delivered in person or sent by registered mail or overnight delivery, postage or overnight delivery fees prepaid, addressed as follows:

to Seller: Bio-Clean International, Inc.

5020 Campus Drive

Suite 3

Newport Beach, CA 92660

to ACT: ACT Clean Technologies, Inc.

5210 Bolsa Avenue, Suite A

Huntington Beach, CA 92649

or such other address as shall be furnished in writing by the appropriate person, and any such notice or communication shall be deemed to have been given as of the date so mailed.

13.2 Time of the Essence. Time shall be of the essence of this Agreement.

13.3 Costs. Each party will bear the costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

13.4 Cancellation of Agreement. In the event that this Agreement is canceled by mutual agreement of the parties or by failures of any of the conditions precedent set forth in Paragraphs 8, 9 and 10, neither Seller nor ACT shall be entitled to any damages, fees, costs or other consideration.

13.5 Entire Agreement, Amendment and Waiver. This Agreement and documents delivered at the Closing Date hereunder contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all other agreements, written or oral, with respect thereto. This Agreement may be amended or modified in

whole or in part, and any rights hereunder may be waived, only by an agreement in writing, duly and validly executed in the same manner as this Agreement or by the party against whom the waiver would be asserted. The waiver of any right hereunder shall be effective only with respect to the matter specifically waived and shall not act as a continuing waiver unless it so states by its terms.

13.6 Reformation/Severability. If any provision of this Agreement is declared invalid by any tribunal, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, so adjusted, shall be deemed a provision of this Agreement as though originally included therein. In the event the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included. In either case, the remaining provisions of this Agreement shall remain in effect.

13.7 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

13.8 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Nevada.

13.9 Attorneys' Fees and Costs. In the event any party to this Agreement shall be required to initiate legal proceedings to enforce performance of any term or condition of this Agreement, including, but not limited to, the interpretation of any term or provision hereof, the payment of moneys or the enjoining of any action prohibited hereunder, the prevailing party shall be entitled to recover such sums, in addition to any other damages or compensation received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof (including, without limitation, the costs of any appeal) notwithstanding the nature of the claim or cause of action asserted by the prevailing party.

13.10 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, as the case may be.

13.11 Access to Counsel. Each party hereto acknowledges that each has had access to legal counsel of her or its own choice and has obtained such advice therefrom, if any, as such party has deemed necessary and sufficient prior to the execution hereof. Each party hereto acknowledges that the drafting of this Agreement has been a joint effort and any ambiguities or interpretative issues that may arise from and after the execution hereof shall not be decided in favor or, or against, any party hereto because the language reflecting any such ambiguities or issues may have been drafted by any specific party or her or its Counsel.

13.12 Captions. The captions appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“ACT”

ACT Clean Technologies, Inc.

By: _____

Russell Kidder, President

“SELLER”

Bio-Clean International, Inc.

By: _____

James E. Shipley, President

EXHIBIT 14.2

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is executed as of April 17,

2010 by and between James E. Shipley ("Shipley"), Bio-clean International, Inc., a Nevada corporation (hereinafter "BCLE"), René E. Ponce, American Bio-tech Cleaning, Inc., a Nevada corporation (hereinafter "ABT"), George Roth, Michael Roth, Bio Clean, Inc., a Nevada corporation, ACT Clean Technologies, Inc., a Nevada corporation, and Russell Kidder, on the one hand (hereinafter "Parties of the First Part"), and John P. Finn ("Finn"), Tammy D. Dunn, Donald Wantz ("Wantz") and American Bio-clean Corporation, a Nevada corporation (hereinafter "ABC"), on the other hand (hereinafter "Parties of the Second Part").

I. RECITALS

A. Following a meeting with Finn and Wantz in September, 2007 relative to an investment opportunity in ABC, a Service Disabled Veteran Owned Small Business ("SDVOSB") owned by Finn and Wantz, Shipley arranged for a loan of \$150,000 for ABC, evidenced by a promissory note, payable in full in six months together with an equity distribution to the lender.

B. When said promissory note came due, neither ABC nor Finn nor Wantz could pay any part of it. Instead, BCLE issued its note, personally guaranteed by Shipley, in the sum of \$260,000, being principal, interest and the buy-back cost of the agreed upon equity position owed to the lender, in exchange for the \$150,000 promissory note. Neither ABC, nor Finn nor Wantz has, to date, paid any part of said \$260,000 note to BCLE.

C. Since January, 2008 to the present ABC has operated as an affiliated entity of BCLE, which owns forty-one percent (41%) of the issued and outstanding shares of ABC stock.

D. Parties of the First Part and Parties of the Second part now wish to terminate their present business relationships set forth above and to provide for a distribution of certain assets and liabilities arising from those relationships

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II. DEFINITIONS

As used in this Agreement, the following phrases and words have the following meanings:

A. Associated Persons and Associated Entities.

"Associated Persons and Associated Entities" shall include, to the broadest extent possible allowed by law: (1) Associated Persons: present and former officers, directors, shareholders, employees, agents, representatives, assigns, accountants, attorneys, insurance carriers, beneficiaries, spouses, executors, administrators, heirs, predecessors-in-interest and successors-in-interest, respectively, of each of the Parties and of each of their Associated Entities; and (2) Associated Entities: parent corporations, sister corporations, subsidiaries, divisions and affiliates, as well as partnerships and joint ventures involving such Associated Entities and Associated Persons as well as companies controlling, controlled by, or under common control with such Associated Entities.

III. SETTLEMENT TERMS

The Parties agree as follows:

A. BCLE shall deliver all of its shares in ABC, signed in blank for transfer, representing approximately forty-one percent (41%) of the issued and outstanding shares of ABC, to ABC for surrender to its treasury. In the event that no certificate for said shares has been prepared or is lost, BCLE shall deliver to ABC an assignment of all of its right, title and interest in and to any claim of right to said shares.

B. BCLE shall assume, and hold Parties of the Second Part harmless from, that certain promissory note in the face amount of Eighty-Six Thousand Dollars (\$86,000), dated December 15, 2009, given by ABC to ABT, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference. ABT specifically releases Parties of the Second Party from liability of any kind related to Exhibit "A." The present balance due on Exhibit "A" is approximately \$89,534.

C. ABC shall assign, transfer and quitclaim to BCLE all of its right, title and interest in

Page 2 of 14

and to that certain purchase order from Bio-Clean, Inc. to ABC, dated November 13, 2009, a copy of which is attached hereto, marked Exhibit "B" and incorporated by reference.

D. Parties of the Second Part shall surrender to René Ponce all of the financial and legal books and records of ABT in their possession or under their control, including such books and records as may be in electronic form, retaining no copies. Said books and records shall include, at a minimum, those deemed necessary by Manu Ohri, CPA for the preparation of auditable financial statements for ABT.

E. Parties of the Second Part acknowledge that Exhibit "C" is a complete list of BCLE assets removed by them from BCLE's business premises in the past six months. Said assets shall be retained by Parties of the Second Part, but BCLE shall be entitled to adjust its financial records to account for the loss thereof.

F. Parties of the Second Part give up and surrender any claim that any one of them may have for the issuance to any of them of any common stock of BCLE not issued and delivered as of the date of this Agreement

G. The Parties shall retain the services of Robert J. Huston III, attorney at Law to act as Escrow Holder, to facilitate the close of this transaction, on the terms and conditions of that certain ESCROW / ACCOMMODATION AGREEMENT of even date, a copy of which is attached hereto, marked Exhibit "D" and incorporated herein by this reference.

H. Releases and Waiver

1. Releases

Parties of the First Part, for themselves and on behalf of their Associated Entities and Associated Persons, each hereby fully and forever RELEASE, ACQUIT and DISCHARGE one another and Parties of the Second Part, and each of their Associated Entities and Associated Persons, from any and all liability, claims, demands, actions, causes of action and rights (contingent, accrued, known, unknown, inchoate or otherwise) which may exist as of the execution
Page 3 of 14

of this Agreement, or which may hereafter arise out of facts or events occurring prior to execution of this Agreement,

Parties of the Second Part, for themselves and on behalf of their Associated Entities and Associated Persons, hereby fully and forever RELEASE, ACQUIT and DISCHARGE one another and Parties of the First Part, and each of their Associated Entities and Associated Persons, from any and all liability, claims, demands, actions, causes of action and rights (contingent, accrued, known, unknown, inchoate or otherwise) which may exist as of the execution of this Agreement, or which may hereafter arise out of facts or events occurring prior to execution of this Agreement.

2. Waiver of Civil Code Section 1542

The Parties, for themselves and on behalf of their Associated Entities and Associated Persons, hereby waive all rights which may exist under California Civil Code section 1542 (or laws of similar effect), which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Indemnification Against Pursuit of Released Claims

Each party shall indemnify, defend and hold the Parties released herein, and each such released Party's Associated Entities and Associated Persons, harmless from and against any and all claims arising directly or indirectly out of the assertion, enforcement, or attempted enforcement, by the releasing party or any of its Associated Entities or Associated Persons, of any of the claims the releasing party has released herein, or of any breach of any representation or warranty the releasing party has made in this Agreement.

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IV. GENERAL TERMS

A. No Assignment

Each party represents and warrants that it has not heretofore assigned, transferred, or purported to assign or transfer (and covenants that it will not assign, transfer or purport to assign or transfer), to any person or entity, any liability, claim, demand, action, cause of action or right which is herein released and discharged; and, each such party, respectively, shall indemnify each person and entity released and discharged by the provisions of Section III.F.1. above, shall hold them harmless from and against: (1) any liability, claim, demand, action, cause of action or right assigned or transferred contrary to the foregoing warranty; and, (2) any and all loss, expense, or liability arising out of any breach of the foregoing warranty by said indemnitor.

B. No Admission

Execution of this Agreement shall not constitute an admission of any wrongdoing, a concession of any fact in issue in any civil litigation, or an acknowledgment of any obligation not created hereby.

C. Governing Law

This Agreement is made and entered into at Huntington Beach, California, and shall be interpreted, enforced and governed by and under the laws of California.

D. Integration

This Agreement constitutes the final, complete and exclusive agreement and understanding between and among the Parties, and supersedes all prior or contemporaneous written or oral agreements. The Parties each acknowledge that there are no representations, warranties, agreements, arrangements or understandings other than as expressly contained in this Agreement.

E. Non-Disparagement

Each party to this Agreement shall not, and shall not authorize or encourage any third party to, engage in any action or practice that reflects poorly on any other party to this Agreement or
Page 5 of 14

otherwise disparages or devalues any other party's reputation or goodwill. Each party acknowledges that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that the offended party may pursue any and all applicable legal and equitable remedies against the offender, including an immediate termination of this Agreement, and the pursuit of all available civil or criminal remedies.

F. Independent Action

The Parties each acknowledge that they have received independent legal advice with respect to the advisability of making this Agreement, and specifically with respect to the meaning and effect of waiving California Civil Code section 1542. They further acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to this Agreement.

G. Successors and Assigns

This Agreement shall apply, bind and inure to the benefit of the Parties and each of their Associated Entities and Associated Persons only to the extent expressly provided herein.

H. Counterparts

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

I. No Oral Modifications

This Agreement may be amended or modified in writing only, signed by the Parties to be charged or bound by such amendment or modification.

J. Enforcement

1. "Jurisdiction and Service of Process" Any suit, action or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, shall be litigated in the United States District Court for the Central District of California or any court of the State of California located in Orange County. Each Party irrevocably submits to the
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jurisdiction of those courts and waives any and all objections to jurisdiction or venue that he may

have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. In any action, suit or proceeding covered by this Paragraph IV.K. each Party hereby waives personal service of all process on the condition that all such process is delivered in the manner provided for notices under this Agreement.

2. "Injunctive Relief" Each Party acknowledges that:

(i) Each Party's obligations under this Agreement are unique;

(ii) The opportunity to resolve disputes and settle claims under this Agreement is a unique prospect for such Party;

(iii) If any Party should default in any of its obligations under this Agreement, (a) it would be extremely difficult or impossible to ascertain the amount of money damages which would adequately compensate a nondefaulting Party for another Party's breach of any provision of this Agreement, and (b) money damages would not afford adequate relief for such a breach; and

(iv) The consideration to be paid for release under this Agreement is fair and adequate.

Accordingly, if any Party violates any provision of this Agreement, then the nondefaulting Party shall be entitled to temporary and permanent injunctive relief (including specific performance) to enforce the provisions of this Agreement, in addition to any other right or remedy of the nondefaulting Party available under this Agreement or otherwise, without prejudice to the nondefaulting Party's right to seek and recover monetary damages, and upon a satisfactory showing by the nondefaulting Party of a breach or a threatened breach of any of the provisions of this Agreement.

Each Party hereby expressly waives the defense that a remedy in damages would be adequate.

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3. "Damages" If a breach of this Agreement results affects the tax status of any Party to this Agreement, then damages shall be determined by taking into account, among other relevant factors, the additional federal income tax, California franchise tax and any other additional taxes or costs (including legal and accounting fees) of the Parties resulting therefrom, and no nondefaulting Party shall be under any duty to mitigate in any manner.

K. Attorneys' Fees, Costs and Disbursements

If any Party to this Agreement brings an action or other proceeding for the enforcement of, or seeks a declaration as to, or asserts by way of defense, any term or provision of this Agreement, then there shall be an award of reasonable attorneys' fees, costs and reasonable disbursements of counsel to the prevailing Party or Parties.

L. Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement and in the event of any ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

M. Further Assurances

The Parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement and the intentions of the Parties hereto.

THE FOREGOING IS APPROVED AND AGREED:

Dated: BIO-CLEAN INTERNATIONAL, INC.

By: _____

Print Name: _____

Its (Title): _____

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Dated: AMERICAN BIO-TECH CLEANING, INC.

By: _____

Print Name: _____

Its (Title): _____

Dated: BIO CLEAN, INC.

By: _____

Print Name: _____

Its (Title): _____

Dated: ACT CLEAN TECHNOLOGIES, INC.

By: _____

Print Name: _____

Its (Title): _____

Dated: AMERICAN BIO-CLEAN CORPORATION

By: _____

Print Name: _____

Its (Title): _____

Dated: _____

JAMES E. SHIPLEY

Dated: _____

RENE PONCÉ

Dated: _____

GEORGE ROTH

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Dated: _____

MICHAEL ROTH

Dated: _____

RUSSELL KIDDER

Dated: _____

JOHN P. FINN

Dated: _____

TAMMY D. DUNN

Dated: _____

DONALD WANTZ

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EXHIBIT "A"

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EXHIBIT "B"

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EXHIBIT "C"

LIST OF ASSETS REFERENCED IN PARAGRAPH III.E.

Item Value for Accounting Purposes

1. Five desks \$ 1,000
2. Ten chairs \$ 1,000
3. One fax machine \$ 250
4. Metal racks \$ 750
5. Various bio-chemical fluids \$ 2,000
6. Proprietary cleaning machines \$ 30,000
7. Miscellaneous business assets \$ 1,000

TOTAL \$36,000

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EXHIBIT "D"

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ESCROW / ACCOMMODATION AGREEMENT

THIS ESCROW/ACCOMMODATION AGREEMENT ("Agreement") is made and entered into as of April 17, 2010, by and between James E. Shipley, Bio-clean International, Inc., a Nevada corporation (hereinafter "BCLE"), René E. Ponce, American Bio-tech Cleaning, Inc., a Nevada corporation (hereinafter "ABT"), George Roth, Michael Roth, Bio Clean, Inc., a Nevada corporation, ACT Clean Technologies, Inc., a Nevada corporation, and Russell Kidder, on the one hand (hereinafter "Parties of the First Part"), and John P. Finn, Tammy D. Dunn, Donald Wantz and American Bio-clean Corporation, a Nevada corporation (hereinafter "ABC"), on the other hand (hereinafter "Parties of the Second Part"), collectively referred to herein as the "Parties", and ROBERT J. HUSTON III, attorney at law (the "Escrow Holder"), who shall act as the accommodator/escrow holder in order to facilitate the completion of the settlement under the terms and conditions of that certain SETTLEMENT AGREEMENT AND MUTUAL RELEASE dated April 17, 2010, executed by and between the Parties and deposited with Mr. Huston as Escrow Holder. NOW THEREFORE, the parties hereto agree as follows:

1. During the course of this escrow when called upon by Escrow Holder, Parties of the First Part agree to submit to him the following documents:
 - a. Certificates representing an aggregate of 41% of the issued and outstanding shares of common stock of American Bio-clean Corporation, a Nevada corporation (the "ABC Stock" and "ABC", respectively), or, in the alternative, in the event that no certificate for said shares has been prepared or is lost, BCLE shall deliver to Escrow Holder an assignment of all of its right, title and interest in and to any claim of right to said shares;
 - b. A novation agreement accepting BCLE as the obligor under Exhibit "A" to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE and releasing ABC from liability therefor; and
 - c. Resolutions duly adopted by BCLE's Board of Directors and ABT's Board of Directors authorizing the actions of the Escrow Holder set forth herein, and the receipt and disbursement by Escrow Holder of the documents and other tangible things received from Parties of the Second Part to be disbursed for the benefit of Parties of the First Part, representing the performance required of the Parties of the Second Part in accordance with the subject SETTLEMENT AGREEMENT AND MUTUAL RELEASE;
2. During the course of this escrow when called upon by Escrow Holder, Parties of the Second Part agree to submit to the Escrow Holder the following documents and tangible things:
 - a. An original of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE executed with the Parties of the First Part referenced above;
 - b. The performance called for under the subject SETTLEMENT AGREEMENT AND MUTUAL RELEASE consisting of (i) the original copy of Exhibit "B" to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "BOCL" purchase order), duly assigned to BCLE; (ii) all of the financial and legal books and records of ABT in their possession or under their control, including such books and records as may be in electronic form, retaining no copies, including those deemed necessary by Manu Ohri, CPA for the preparation of auditable financial statements for ABT.

Page 1 of 6

- c. Resolutions duly adopted by ABC's Board of Directors authorizing the actions of the Escrow Holder set forth herein, and the receipt and disbursement by Escrow Holder of the documents and other tangible things received from Parties of the First Part to be disbursed for the benefit of Parties of the Second Part, representing the performance required of the Parties of the First Part in accordance with the subject SETTLEMENT AGREEMENT AND MUTUAL RELEASE; Delivery of the items specified above shall be made on or before April ____, 2010 at 5:00 PM. Any and all additional or amended instructions to the Escrow Holder must be in writing and signed by both parties. Without such instructions signed by both parties, Escrow Holder shall have no obligation to perform any actions or duties not specifically required by the express terms

of this agreement, or as required by law.

4. The term of this escrow shall be 45 days maximum from the date hereof.

5. In the event that either Party fails to complete this transaction or fulfill the terms of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, or at the end of the 45 day escrow period, Escrow Holder shall return to the respective Parties the aforementioned documents and tangible things placed in this escrow. Upon such delivery, Escrow Holder shall be relieved of all responsibility and liability.

6. It is understood that the Escrow Holder's fees shall be paid solely by Party of the First Part.

7. The duties and obligations of Escrow Holder with respect to said deposits into Escrow are fully set forth herein, and Escrow Holder shall have no further obligations under this Escrow/Accommodation Agreement, including but not limited to verification of accuracy of any documents submitted.

8. In the event that any dispute arises under the terms of this Agreement, the parties agree that dispute shall be taken to the American Arbitration Association in Orange County, California, in accordance with the rules for binding arbitration and final determination as set forth below. The prevailing party shall be entitled to attorney fees and costs as determined by said Arbitration panel.

9. No provision of this agreement shall be construed to be a waiver, amendment, modification, or notation of any other provision of any other contract between the parties, and the terms and conditions set forth herein are for purposes of the sole and single transaction described herein.

10. In performing any of its duties hereunder, the Escrow Holder shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or negligence and he shall, accordingly, not incur any such liability with respect to (a) any action taken or omitted in good faith upon advice of his counsel or counsel for either of the parties given with respect to any questions relating to the duties and responsibilities of the Escrow Holder under this Agreement, and (b) any action taken or omitted in reliance upon any instrument, including the written advice provided for herein, not only as to the execution, validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Holder shall in good faith believe to be genuine, to have been signed and presented by a proper person or persons, and to be in compliance with the provisions of this Agreement.

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11. The Parties hereby agree to indemnify and hold harmless Robert J. Huston III against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and court costs, which may be imposed on or incurred by Robert J. Huston III in connection with his acceptance of appointment as Escrow Holder hereunder or the performance of his duties hereunder, except losses occasioned by the negligence or willful misconduct of Robert J. Huston III, including any litigation arising from this Agreement or involving the subject matter hereof.

12. The Parties acknowledge that they are aware that Robert J. Huston III is an attorney at law and a member of the State Bar of California and has acted as an attorney for BCLE and its principal, James E. Shipley, in this transaction and prior transactions. To the extent that it may be considered a conflict of interest for Mr. Huston to act as Escrow Holder herein, the Parties waive that conflict and accept him as Escrow Holder, subject to all the terms and conditions set forth herein.

13. All notices, demands, or requests required or authorized hereunder shall be deemed given sufficiently if in writing and sent by registered mail or certified mail, return receipt requested and postage prepaid, as follows:

to Parties of the First Part: James E. Shipley
16458 Bolsa Chica Road, # 419

Huntington Beach, CA 92649
to Parties of the Second Part: John P. Finn
1445 South Allec Street
Anaheim, CA 92805
To Escrow Holder: Robert J. Huston III, Esq.
P.O. Box 235
Corona del Mar, CA 92625

or to such other address as such party shall have specified by notice in writing to the other parties.

13. The validity, interpretation and construction of this Agreement and each party hereto shall be governed by the laws of the State of California.

14. Governing Law. This Agreement was negotiated, and shall be governed by the laws of California, notwithstanding any conflict-of-law provision to the contrary. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall not be adjudicated by litigation, but rather be settled by binding arbitration in Orange County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. All Parties represent and warrant that the named signatories hereto are now acting and qualified to sign on behalf of each entity all written instructions, consents, waivers, notices, documents, instruments and certificates of the Parties, in accordance with and as provided in the bylaws of the Parties as applicable; that the specimen signatures appearing opposite the names
Page 3 of 6

and titles set forth below are the genuine signatures of such representative and that said representatives hold the titles of as described below. The Escrow Holder is further authorized to recognize these signatures in receiving any instructions or amendments hereto, all of which must be executed by at least one representative of Buyer and of Seller signing together, until Escrow Holder receives written instructions to the contrary from the Parties.

16. Execution in Several Counterparts. This Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings (written or oral) of the parties in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE FOREGOING IS APPROVED AND AGREED:

Dated: BIO-CLEAN INTERNATIONAL, INC.

By: _____

Print Name: _____

Its (Title): _____

Dated: AMERICAN BIO-TECH CLEANING, INC.

By: _____

Print Name: _____

Its (Title): _____

Dated: BIO CLEAN, INC.

By: _____

Print Name: _____

Its (Title): _____

Page 4 of 6

Dated: ACT CLEAN TECHNOLOGIES, INC.

By: _____

Print Name: _____

Its (Title): _____

Dated: AMERICAN BIO-CLEAN CORPORATION

By: _____

Print Name: _____

Its (Title): _____

Dated: _____

JAMES E. SHIPLEY

Dated: _____

RENE PONCÉ

Dated: _____

GEORGE ROTH

Dated: _____

MICHAEL ROTH

Dated: _____

RUSSELL KIDDER

Dated: _____

JOHN P. FINN

Dated: _____

TAMMY D. DUNN

Page 5 of 6

Dated: _____

DONALD WANTZ

Dated: _____

ROBERT J. HUSTON III

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