

AGREEMENT

AGREEMENT made and effective as of the 17th day of January, 1992 (hereinafter referred to as the "Effective Date")

BETWEEN: MOLTEN METAL TECHNOLOGY, INC., a corporation incorporated under the laws of the State of Delaware, having its main office at 25 First Street Cambridge, Massachusetts, 02141 (hereinafter referred to as "MMT")

*Handwritten initials: CEM, JSK*

And JORGE HERMOSILLO SILVA and GRANT S. KESLER on behalf of each of them (collectively, the "Principals") and a yet to be formed corporation controlled by them ("MEX").

A. ~~Simultaneously with the execution hereof~~, MMT and ECO Administracion, S.A. de C.V ("ECO"), with which Messrs. Hermosillo and Kesler are affiliated, have executed an Agreement for Conceptual Design Program ( the "ECO Agreement"). If the parties to the ECO Agreement elect, as provided therein, to negotiate a Site License Agreement (as defined in the ECO Agreement), then the parties hereto shall negotiate an agreement (the "Master Agreement") between MMT and MEX containing the following terms, and such other mutually agreeable terms and conditions as are appropriate for the Master Agreement. It is also understood that prior to executing the Master Agreement the parties must have agreed upon an appropriate operator for the MEX Facilities then under consideration.

(1) Territory  
The Nation of Mexico

(2) Scope of License  
All patent rights, know-how and other Intellectual property owned or controlled by MMT necessary for operation of Catalytic Extraction Processing ("CEP") Units at any " MEX Facility" in the Territory.

"MEX Facility" shall mean a centralized waste treatment, storage and disposal facility owned and operated by designees of MEX acceptable to MMT, which facility accepts heterogeneous and mixed waste for hire.

(3) Term of License for Each MEX Facility  
15 years

*Handwritten initials: CEM, JSK*

(4) Payment of Obligations of MEX to MMT

(i) \$2 million license fee for each MEX Facility, payable in full within 90 days of the completion of the basic engineering plan for such MEX Facility or the close of construction financing whichever occurs earlier.

(ii) Tolling Charge of 7.5 cents per pound of all waste processed by MEX Facility, payable quarterly

(iii) Resource recovery fee charge of 50% of gross profits from sale of recovered resources generated by each MEX Facility, payable quarterly

(5) Exclusive Rights

License shall become exclusive in the Territory for all facilities described herein as a "MEX Facility" upon payment of the site license fee by ECO pursuant to the provisions of the ECO Site License Agreement (so long as such payment occurs within two years from the date of such Agreement).

Such exclusive License shall continue as long as at least two new MEX Facilities have been permitted and commenced construction during each of years 3, 4 and 5. Exclusive rights shall terminate after 5 years, or sooner if MEX fails to satisfy construction minimums described above.

If exclusive Rights terminate as provided above, MEX will retain the right to license the continuing operation of all then existing facilities described herein as a "MEX Facility" under existing terms.

(6) Intellectual Property

All intellectual property relating to design, construction and operation of CEP Units in each MEX Facility shall belong to MMT, subject to MEX's licensing rights under the Master License Agreement. MEX will assign all such intellectual property developed by MEX to MMT. MEX shall assist MMT in protecting its proprietary rights.

(7) Non-Competition

MEX shall not develop internally or license from others material processing technology competitive with CEP.

(8) Relationships with Third Parties

(i) MMT and MEX will jointly approve an appropriate operator for each MEX Facility.

(ii) In order to maintain established working relationships necessary to deliver the highest level of service, it is understood that no person other than the Principals of MEX shall control any MEX Facility without approval of MMT, which shall be unreasonably withheld.

(9) MEX Best Efforts

MEX will use its best efforts to advance the use of CEP in the Exclusive Territory.

(10) Sales Representation Rights

For a period of one year from the date of the Master Agreement, MEX shall have the exclusive right to represent MMT in discussions regarding the licensing of CEP Units for internal use to PEMEX, the Telephone Company of Mexico and National Electric Company. If any such license is consummated within such time period, MEX shall receive a commission equal to 15% of the site license fee and 5% of Tolling Charges. If MEX is successful in securing such a license for MMT in the first year, MMT will extend this exclusive right for at least one more year.

It is the intent of the parties that during the exclusive sales representation period that MEX shall have the opportunity to request the option of being the owner/operator of CEP Units servicing any such company, on commercially reasonable terms. If any such arrangement is consummated, MEX shall not be entitled to receive the foregoing sales commission for such facility.

(11) Other Terms of License

The definitive Agreement which the parties contemplate entering into shall contain covenants providing that the license for each MEX Facility is conditioned upon the MEX Facilities maintaining all necessary permits, operating in conformity with law, performing in accordance with material agreements, and other agreements and covenants normally associated with licenses of this type.

## B. The parties to this Agreement hereby agree as follows:

(1) (a) The Principals and MEX shall keep in confidence and not use any proprietary or confidential information of MMT ("MMT Confidential Information") for its benefit, and MEX shall not disclose any MMT Confidential Information to any third party.

(b) MMT shall keep in confidence and not use any proprietary or confidential information of MEX ("MEX Confidential Information") for its benefit and MMT shall not disclose any MEX Confidential Information to any third party.

(c) (i) Any obligation as set forth in the preceding Clauses (a) and (b) shall not apply to any Confidential Information of either party which:

(i) is or hereafter becomes a part of the public knowledge through no fault of the party receiving such information.

(ii) the party receiving such information had in its possession prior to the time of disclosure, and the receiving party notifies the other party accordingly within thirty (30) days of such disclosure.

(iii) the party receiving such information can demonstrate that such information was received by it from a third party who shall not have received same from the other party.

(d) The parties agree to restrict disclosure of and access to Confidential Information of the other party solely to employees having a need to know such Confidential Information for the purposes of this Agreement, and the parties further agree to obligate all of their employees who have access to such Confidential Information to protect the confidential and proprietary nature of such Confidential Information.

2. Each of the parties represents and warrants to the other that it is duly authorized to execute, deliver, and perform this Agreement and such execution, delivery, and performance does not conflict with any other agreement to which it is a party or by which it is bound.

3. This Agreement may be modified only by written instrument executed by duly authorized representatives of the parties.

4. This Agreement shall be governed and construed and the rights of the parties hereto shall be enforced according to the laws of the Commonwealth of Massachusetts.

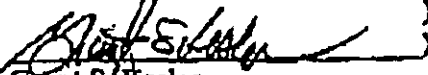
5. Neither party shall disclose the material terms of this Agreement without the prior consent of the other party.

6. The parties agree to review with each other any proposed press releases or other public disclosures relating to the Agreement or other proposed relationships between the parties prior to releasing such press releases or making such disclosures.

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

  
\_\_\_\_\_  
Jorge/Hermesilia Silva

MOLTEN METAL TECHNOLOGY, INC.

  
\_\_\_\_\_  
Grant S. Kesler

for and on behalf of each of them  
and a yet to be formed corporation  
controlled by them to be know as  
"MEX".

  
\_\_\_\_\_  
Casey E. McGeevet  
V.P. Sales & Marketing

  
CES  
ESK

## TRADUCCION AL ESPAÑOL

### ANEXO 5 DE LA DECLARACION TESTIMONIAL DE JORGE ADOLFO HERMOSILLO SILVA.

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#### CONTRATO

CONTRATO realizado y entrado en vigor el día 17 de enero de 1992 (en adelante "fecha en vigor")

ENTRE: MOLTEN METAL TECHNOLOGY, INC., sociedad anónima constituida bajo las leyes del estado del Delaware, teniendo sus oficinas centrales en 25 First Street Cambridge, Massachusetts, 02141 (en adelante "MMT")

Y JORGE HERMOSILLO SILVA y GRANT S. KESLER cada uno en derecho propio (conjuntamente los "Representantes") y una compañía por constituirse controlada por ellos ("MEX")

A. MMT y ECO Administracion S.A. de C.V. ("ECO"), sociedad a la cual los Sres. Hermosillo y Kesler están afiliados, han celebrado un CONTRATO PARA UN PROGRAMA DE DISEÑO CONCEPTUAL (el "Contrato ECO"). Si las partes al Contrato ECO deciden, según lo dispuesto en ese contrato, negociar un CONTRATO DE LICENCIA PARA EL SITIO (según se define en el Contrato ECO), entonces las partes al presente Contrato tendrán que negociar otro contrato (el "Contrato Principal") entre MMT y MEX que contenga los siguientes términos, y aquellos otros términos y condiciones mutuamente acordados que sean apropiados para el Contrato Principal. Se entiende que antes de cumplir el Contrato Principal, las partes tendrán que haber llegado a un acuerdo sobre la operadora apropiada para las instalaciones bajo consideración de MEX.

1. TERRITORIO  
La Nación de México

2. ALCANCE DE LA LICENCIA  
Todas las patentes, know-how y otras propiedades intelectuales de MMT o controlados por ésta necesarias para la operación de unidades procesadoras de extracción catalítica ("CEP") en cualquier instalación de MEX en el territorio.

"Instalación de MEX" significa una instalación centralizada para el tratamiento, el almacenamiento y la eliminación de residuos, propiedad de MEX y operada por personas nombradas por MEX aceptadas por MMT, que pueda tratar residuos heterogéneos y mixtos.

3. TÉRMINOS DE LICENCIA PARA CADA INSTALACION DE MEX  
15 años

4. OBLIGACIONES DE PAGO DE MEX A MMT

- i \$ 2 millones por los derechos de licencia para cada Instalación de MEX, a pagarse dentro de 90 días a completarse el plan básico de ingeniería para la Instalación de MEX en cuestión, o al cierre del financiamiento de construcción siempre y cuando éste ocurra antes.
- ii Cargo de peaje de un 7.5 por ciento por cada libra de residuos procesados por la instalación de MEX, a pagarse cada tres meses.
- iii Una cuota de recuperación por recursos del 50 por ciento de las ganancias en total de la venta de recursos recuperados generados por cada instalación de MEX, a pagarse cada tres meses.

5. DERECHOS EXCLUSIVOS

La licencia deberá ser exclusiva en el territorio para todas las instalaciones descritas aquí como "Instalación de MEX" dependiendo de pagos de la cuota para la licencia del sitio) de ECO según las provisiones del Contrato de licencia para el sitio (hasta que tal pago ocurra dentro de dos años a partir de la fecha de este acuerdo).

Esta licencia exclusiva deberá continuar hasta que por lo menos dos nuevas instalaciones de MEX hayan sido autorizadas y se haya iniciado su construcción durante cada uno de los años 3, 4 y 5 subsiguientes. Los derechos exclusivos deberán terminar después de 5 años, o antes, si MEX no cumple con la construcción mínima descrita anteriormente.

Si los derechos exclusivos terminan de la manera descrita anteriormente, MEX retendrá el derecho de seguir autorizando la operación de todas las instalaciones existentes en esa fecha, descritas como Instalaciones MEX, bajo los términos existentes.

6. PROPIEDAD INTELECTUAL

Toda la propiedad intelectual relacionada al diseño, la construcción y la operación de las unidades CEP en cada Instalación de MEX deberá pertenecer a MMT, estar sometida a los derechos de licencia de MMT bajo el Convenio de Licencia Principal. MEX asignará toda la propiedad intelectual desarrollada por MEX a MMT. MEX deberá asistir a MMT en la protección de sus derechos de propiedad.

7. NO-COMPETENCIA

MEX no deberá desarrollar internamente ni tomar licencia para tecnología procesadora competitiva con CEP de otros.

8. RELACIONES CON TERCEROS

- i MMT y MEX juntos definirán un operador apropiado para cada Instalación de MEX.
- ii Para mantener establecidas las relaciones de trabajo necesarias para ofrecer el más alto nivel de servicio, se sobreentiende que ninguna otra persona aparte de los Directores de

MEX deberá controlar ninguna Instalación de MEX sin el consentimiento de MMT, el cual no deberá ser negado sin razón.

9. COMPROMISO DE BUENA VOLUNTAD DE MEX

MEX va a actuar con la mejor voluntad para propagar el uso de CEP en el territorio exclusivo.

10. DERECHOS EXCLUSIVOS DE REPRESENTACIÓN

Durante el período de un año a partir de la fecha del Contrato Principal, MEX deberá tener el derecho exclusivo de representar a MMT en negociaciones con relación a licencias para unidades CEP para el uso interno de PEMEX, de la Compañía Mexicana de Teléfonos y la Compañía Nacional de Electricidad. Si cualquiera de esos acuerdos se realicen dentro del período de tiempo, MEX deberá recibir una comisión igual al 15% de la cuota para la licencia de sitio y el 5% de los cargos de peaje. Si MEX tiene éxito en asegurar tal licencia para MMT en el primer año, MMT extenderá sus derechos exclusivos por lo menos un año más.

Es la intención de las partes que durante el período exclusivo de representación, que MEX debe tener la oportunidad de solicitar la opción de ser el dueño/operador de unidades CEP en servicio para cualquiera de esas compañías, en términos razonables comercialmente. Si cualquiera de esos acuerdos son consumados, MEX no deberá tener el derecho de recibir las siguientes comisiones de venta para tal instalación.

11. OTRAS CONDICIONES DE LA LICENCIA

El contrato definitivo que quieren acordar las partes deberá contener cláusulas que estipulen que la licencia para cada Instalación de MEX depende de que obtenga todos los permisos necesarios, esté operando de conformidad con las leyes, esté actuando de acuerdo a los contratos sustanciales y otros acuerdos y convenios normalmente asociados con licencias de este tipo.

B. LAS PARTES DE ESTE CONTRATO ACUERDAN LO SIGUIENTE:

1.

- (a) Los Directores y MEX deberán utilizar con reserva la información confidencial o privada de MMT ("Información confidencial de MMT") y no la deberán usar para su propio beneficio y MEX no deberá entregar ninguna Información confidencial de MMT a ningún tercero.
- (b) MMT deberá utilizar con confianza la información privada o confidencial de MEX ("Información confidencial de MEX") y no la deberá usar para su propio beneficio y MMT no deberá entregar ninguna Información confidencial de MEX a ningún tercero.
- (c) Cualquier obligación puesta en vigor en las cláusulas (a) y (b) anteriores no deberá aplicarse a ninguna información confidencial de ninguna de las partes que/si



- i es o después de esto llegue a ser parte del conocimiento público que no sea por error de la parte que recibe esta información;
- ii la parte que recibe esta información la tuviera en su posesión desde antes del tiempo de la revelación y la parte recibidora le notifique esto a la otra parte dentro de treinta días a partir de recibir la información;
- iii la parte que recibe esta información puede demostrar que la recibió por medio de una tercera parte, que no debió haber recibido ésta de la otra parte.

(d) Las partes acuerdan de restringir la revelación de y el acceso a información confidencial de la otra parte a empleados que necesitan tener conocimiento de esta información confidencial para los propósitos de este Acuerdo, y las partes acuerdan además que obligarán a todos sus empleados que tienen acceso a tal información confidencial de proteger la naturaleza confidencial y privada de esta información confidencial.

2. Cada una de las partes representa y garantiza a la otra parte que está debidamente autorizada para ejecutar, entregar y llevar a cabo este contrato y tal ejecución , entrega y realización no entre en conflicto con cualquier otro contrato del cual es parte o por el cual está sujeta.

3. Este contrato podrá ser modificado únicamente de manera escrita por representantes debidamente autorizados por las partes.

4. Este contrato deberá ser regido y construido y los derechos de las partes relacionados a éste deberán hacerse cumplir de acuerdo con las leyes del Estado de Massachusetts.

5. Ninguna de las partes deberá revelar los términos sustanciales de este contrato sin el anterior consentimiento de la otra parte.

6. Las partes acuerdan de revisar con la otra parte cualquier nota de prensa u otras comunicaciones al público propuestas con relación a este Contrato o con relación a las otras relaciones propuestas entre las partes antes de publicar las notas de prensa o las otras revelaciones.

EN PRESENCIA DE TESTIGOS las partes han firmado este Contrato

(signature)  
Jorge Hermosillo Silva

MOLTEN METAL TECHNOLOGY, INC.

(signature)  
Grant S. Kesler

(signature)  
Casey E. McGeever

Cada uno en representación  
propia y de una compañía a  
constituirse

V.P. Sales & Marketing

AGREEMENT FOR CONCEPTUAL DESIGN PROGRAM

THIS AGREEMENT made and effective as of the 7th day of January, 1992 (hereinafter referred to as the "Effective Date")

BETWEEN: **MOLTEN METAL TECHNOLOGY, INC.**, a corporation incorporated under the laws of the State of Delaware, having its main office at 25 First Street, Cambridge, Massachusetts, 02141 (hereinafter referred to as "MMT")

And **ECO-ADMINISTRACION S.A. DE C.V.**, a corporation incorporated under the laws of the Nation of Mexico, having its main office at Graciano Sanchez No. 450, Colonia del Valle C.P. 78220, San Luis Potosi, S.L.P. (hereinafter referred to as "ECO");

WHEREAS, ECO wishes to determine how MMT's Catalytic Extraction Processing technology (hereinafter referred to as "CEP") could be applied to processing wastes and other regulated residuals from generators in Mexico at a central waste treatment site (the "San Luis Potosi Facility") (such residuals being hereinafter called "Wastes"); and

WHEREAS, MMT is willing to perform a Conceptual Design Program to evaluate the technical, engineering, marketing and regulatory aspects of the use of CEP in the processing of Wastes;

NOW, THEREFORE, the parties agree as follows:

1. Catalytic Extraction Processing

"Catalytic Extraction Processing" or "CEP" shall mean and include the processes, methods, or systems (including all intellectual and tangible property associated therewith) now owned or controlled by MMT or hereafter developed by, or acquired by or for the benefit of, MMT, which is directed to the processing of various materials and substances ("feedstocks"), including but not limited to wastes, industrial effluents, ores, and "residual materials", in which the feedstock is introduced to a facility containing at least one liquified metallic compound in a molten metal bath, including all aspects of accepting feedstocks, affecting reactions within the facility, and handling materials and substances resulting from processing through the facility, and all equipment associated with the operations of the facility.

2. The Program and MMT Efforts.

(c) As soon as is reasonably feasible after the execution of this Agreement, MMT shall provide a detailed Program Plan which will be developed in conjunction with ECO's technical liaison. The Program Plan will include, but not be limited to, the following: 1) monthly objectives and goals regarding each of the four major parts of the Program and 2) monthly estimates including, but not limited to, expenditures for testing, manpower and expenses. As the Program progresses MMT shall provide monthly reports to ECO describing the results of the Program to date as outlined in the Program Plan and the specific goals and objectives for the remaining portion of the Program. MMT will also forecast its expenditures for each two week period during the term hereof in consultation with ECO's technical liaison. At the end of the Program MMT shall deliver to ECO a final report setting forth in detail the results of each part of the Program.

(d) Upon completion of the Conceptual Design Program, if each of the parties is satisfied with the results thereof and the commercial feasibility of the San Luis Potosi Facility, it is the intent of the parties to negotiate an agreement (the "Site License Agreement") between MMT and ECO (or its affiliated designee) providing for the installation of a CEP Unit at the San Luis Potosi Facility, containing the following terms, and such other mutually agreeable terms and conditions as are appropriate for the Site License Agreement.

(i) Scope of License: Operations of San Luis Potosi Facility

(ii) Term: 15 years

(iii) Payment Obligations:

- \$2 million site license fee, payable in full within 90 days after completion of basic engineering plan referred to below or at the close of construction financing, whichever shall first occur.

- tolling charge of 75 cents per pound of all waste processed, payable quarterly.

- resource recovery fee of 50% of gross revenues from sale of recovered resources, payable quarterly.

(iv) Intellectual Property: All intellectual property relating to the design, construction, and operation of the CEP Unit shall belong to MMT, subject to ECO's rights under the Site License Agreement, and ECO will assign to MMT all such intellectual property developed by ECO.

(v) Non-Competition: ECO shall not after the date of the Site License Agreement develop internally or license from others material processing technology competitive with CEP.

Simultaneously, the parties shall negotiate the terms for a basic engineering plan, which plan contemplates the installation of the CBP Unit during a 9-12 month period, provided however that the parties will exert reasonable efforts to reduce the construction time.

3. ECO Efforts.

ECO will support MMT in the Program through payment of certain fees described below, and with in-kind support by contribution of personnel to each part of the Program. ECO has appointed Michael Tuckett to serve as its technical liaison to coordinate ECO efforts under the Program, and it is understood that he will spend whatever time is needed at MMT corporate offices in Cambridge and with engineering contractors. In addition, ECO personnel at the San Luis Potosi Facility will be made available on an as needed basis to meet with MMT personnel regarding technical, marketing, engineering, regulatory and other issues arising under the Program.

4. Payments by ECO to MMT.

ECO agrees to compensate MMT for MMT personnel working on the Program at a rate of two and one half times (2.5x) the standard rates of such personnel. Attached hereto as Exhibit "A" is a Schedule of Labor Rates for different classes of personnel who may be used on the Program. In addition, ECO will compensate MMT for direct expenses associated with the Program at a rate of one and seven/hundredths times (1.07x) the amount of such expenses.

Pursuant to the provision of Section 2 (c) hereof MMT in conjunction with ECO's technical liaison shall prepare bi-weekly forecasts of its expenditures for the next two (2) weeks. MMT shall submit such forecasts to ECO and to Metalclad Corporation ("Metalclad"), an Arizona corporation with a principal place of business in Anaheim, CA (Metalclad being, through its wholly-owned subsidiary Environ Technologies, Inc., a 49% stockholder of ECO). Within two (2) days after submission of such forecasts, Metalclad shall pay the amount thereof directly to MMT (it being understood that such payments and the payments referred to below shall be made by Metalclad on behalf of ECO). At the end of each month MMT shall promote ECO and Metalclad with a report reconciling such forecasts with actual charges.

Attached hereto as Exhibit "B" is a Schedule setting forth estimates of amounts to be invoiced to ECO to carry out the Program for the months of January, February, March and April, 1992. It is understood and agreed by both parties that these are estimates, and that completion of the Program may require more time, and/or may involve higher expenses, provided however that the maximum cost to ECO shall not exceed \$500,000, without the express written consent of ECO.

Simultaneously with the execution of this Agreement, Metalclad has delivered to MMT a payment of \$55,000 for the charges incurred to December 31, 1991 by MMT, with respect to the Conceptual Design Program under this Agreement as reflected in Exhibit "B".

On or before January 31, 1992, Metalclad shall deliver to MMT a deposit in the amount of \$50,000 which may be credited against any overdue payments from ECO to MMT and if not previously applied will be credited against ECO's final payment due MMT.

5. General

a. It is understood and agreed that all intellectual property, including inventions (whether or not patentable), engineering rights, technical and business information, know-how, data, applications, formulae, models, computations, applied technology, computer simulations, drawings, and expertise which result from the Program shall be the sole and exclusive property of MMT. Nothing herein shall be deemed to be a license by MMT to ECO of any right or interest in MMT intellectual property unless and until the parties have entered in a Site License Agreement referenced in Section 2, Clause (d) of this Agreement.

b. ECO shall keep in confidence and not use any such intellectual property referred to in Clause (a) or other proprietary information of MMT ("MMT Confidential Information") for its benefit (except for evaluation in connection with the Program), and ECO shall not disclose any MMT Confidential Information to any third party.

c. MMT shall keep in confidence and not use any intellectual property or other proprietary information of ECO ("ECO Confidential Information") for its benefit (except for evaluation in connection with the Program) and MMT shall not disclose any ECO Confidential Information to any third party.

d. (I) Any obligation as set forth in the preceding Clauses (b) and (c) shall not apply to any Confidential Information of either party which:

(i) is or hereafter becomes a part of the public knowledge through no fault of the party receiving such information.

(ii) the party receiving such information had in its possession prior to the time of disclosure, and the receiving party notifies the other party accordingly within thirty (30) days of such disclosure.

(iii) the party receiving such information can demonstrate that such information was received by it from a third party who shall not have received same from the other party.

(2) The parties agree to restrict disclosure of and access to Confidential Information of the other party solely to employees having a need to know such Confidential Information for the purposes of this Agreement, and the parties further agree to obligate all of their employees who have access to such Confidential Information to protect the confidential and proprietary nature of such Confidential Information.

e. It is agreed that MMT is an independent contractor for the performance of all work and the supply of all products and services under this Agreement and that for accomplishment of the desired result with respect to the performance of all work hereunder, ECO shall have no control over MMT's methods of accomplishment of the Conceptual Design Program under this Agreement.

f. Each of the parties represents and warrants to the other that it is duly authorized to execute, deliver, and perform this Agreement and such execution, delivery, and performance does not conflict with any other agreement to which it is a party or by which it is bound.

g. This Agreement may be modified only by written instrument executed by duly authorized representatives of both MMT and ECO.

h. This Agreement shall be governed and construed and the rights of the parties hereto shall be enforced according to the laws of the Commonwealth of Massachusetts.

i. Neither party shall disclose the material terms of this Agreement to any third person without the prior consent of the other party.

j. The parties agree to review with each other any proposed press releases or other public disclosures relating to this Agreement or other proposed relationships between the parties prior to releasing such press releases or making such disclosures.

6. Signatures

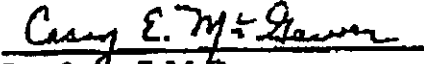
IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives as of the date and year first above written.

ECO ADMINISTRACION S.A. de C.V.

MOLTEN METAL TECHNOLOGY, INC.



By: Grant S. Kesler  
Its: Vice President



By: Casey E. McGeever  
Its: V.P. Sales & Marketing

**SCHEDULE A**  
**ECO/MMT AGREEMENT**

<u>Job Title or Classification</u>	<u>Labor Rate (\$/hr)</u>	<u>Billing Rate (\$/hr)</u>
1. Project Manager	71.98	179.95
2. Process Engineer	31.23	78.02
3. Design Engineer	34.41	86.03
4. Regulatory/Marketing	50.70	126.75
5. Department Manager	65.74	164.35

Rates Valid Through 6/30/92

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## EXHIBIT "B"

## ECO/MMT AGREEMENT

## SCHEDULE OF ESTIMATED COSTS

## ESTIMATED PROGRAM COSTS

	Total 91	Jan 92	Feb 92	Mar 92	April 92
Recovered Resource Marketing*	0	5	5	5	5
Conceptual Design*	50	80	105	130	85
Planning/Regulator	5	5	5	5	5
TOTAL	55	90	115	140	100

\* Assumes interal ECO market for all H2 and CO

\* To include testing, if necessary

It is understood that the numbers set forth above are estimates and that these numbers are subject to change (both up and down) as the project evolves; provided that the total cost shall not exceed \$500,000 without the express written consent of ECO. The actual billing will be based upon the direct labor cost of the MMT employees or consultants working on the project (times 2.5) (in accordance with Schedule "A"), plus the direct expenses associated with the project (times 1.07).

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CONCEPTUAL DESIGN PROGRAM ADDENDUM

THIS ADDENDUM made and effective as of the 19th day of January, 1992 (hereinafter referred to as the "Effective Date")

BETWEEN: **MOLTEN METAL TECHNOLOGY, INC.**, a corporation incorporated under the laws of the State of Delaware, having its main office at 25 First Street, Cambridge, Massachusetts, 02141 (hereinafter referred to as "MMT")

And **ECO-ADMINISTRACION S.A. DE C.V.**, a corporation incorporated under the laws of the Nation of Mexico, having its main office at Graciano Sanchez No. 450, Colonia del Valle C.P. 78220, San Luis Potosi, S.L.P. (hereinafter referred to as "ECO");

WHEREAS, ECO and MMT have agreed to undertake an additional area of effort under their original Agreement for a Conceptual Design Program, dated the 7th of January 1992, the parties agree to the following:

1. There will be an additional major part to the program which will consist of market and sales research regarding the nation of Mexico. MMT will conduct market and sales research aimed at resolving the following:

- (a) short term needs regarding understanding the design basis for the San Luis Potosi plant,
- (b) medium term needs for loading the San Luis Potosi plant and establishing a design basis for the Vera Cruz plant,
- (c) understanding sources of waste generation throughout the entire Mexican marketplace with the goal of establishing the design basis and loadings for Vera cruz and future plants.

2. Paragraph 3 of Section 4 (payments by ECO to MMT) of the original agreement dated January 7th is hereby amended such that the estimate of expenses for the additional marketing and sales research effort is \$1.2 million over twelve months, to be expended subject to the same terms and conditions as given in the January 7th agreement. Schedule A is hereby amended to include Sales and Market Analysts, as shown on the attached "Amended Schedule A".

3. Information determined as a result of the sales and market research effort in Mexico will be treated as Intellectual Property under the agreement of January 7th, 1992, specifically in that while all information will be transferred to ECO, it will also be retained and owned by Molten Metal Technology.

IN WITNESS WHEREOF, the parties hereto have signed as of the date and year first above written.

ECO ADMINISTRACION S.A. DE C.V.

MOLTEN METAL TECHNOLOGY, INC.

*Grant S. Keeler*  
BY: Grant S. Keeler  
Its: Vice President

*Casey E. McGehee*  
BY: Casey E. McGehee  
Its: V.P. Sales & Marketing

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AMENDED SCHEDULE A  
ECO/MMT AGREEMENT  
FEBRUARY 19, 1992

<u>Job Title or Classification</u>	<u>Labor Rate (\$/hr)</u>	<u>Billing Rate (\$/hr)</u>
1. Project Manager	71.98	179.95
2. Process Engineer	31.23	78.02
3. Design Engineer,,	34.41	86.03
4. Regulatory/Marketing	50.70	126.75
5. Department Manager	65.74	164.35
6. Market and Sales Analysis	32.00	80.01

Rates Valid Through 6/30/92

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