Integrated Steel Processing Plant for the Disposal and Recycling of Scrap Metal
Feasibility Study Agreement
February 15, 2014

Mr. John Didea
Integrated Industry Ecology Pty. Ltd.
398 St. Paulus Terrace
Fortitude Valley, 4006 Brisbane
QLD Australia

Mr. Didea:

It has been my pleasure to communicate with you via email about your proposed integrated steel processing plant. Based on our communications, the feasibility study will be used for internal purposes and submission to development and / or commercial banks and investors. Thus, the scope of work contained in the scope of work is for two studies: Pre-feasibility study (see Exhibit A) and Complete Feasibility (see Exhibit B). The primary difference is that the Pre-feasibility study will evaluate the availability of raw materials, market demand, pricing of product types demanded, competition, proposes technical capacities, plant requirements and financial feasibility of the project.

The Complete feasibility will include all items comprising the Pre-feasibility; however will expand on the Economic Feasibility and Management Feasibility of the project. Generally, Pre-feasibility will evaluate the viability of the planned project on a limited basis, however provides a go or no go analysis, which is subject to further findings in the Complete Feasibility Study. Findings in a Complete Feasibility Study may change the outcome, recommendations or overall strategy outlined in the Pre-feasibility study. Therefore, careful consideration is recommended when reviewing the Pre-feasibility study by you and your cooperative partners, staff and associates.

Economic feasibility includes availability of trained and trainable labour within proximity of the proposed plant, land use, economic impact, job creation, social justice, environmental concerns, regulations and laws that apply to the industry and barriers to entry and transportation requirements and availabilities. Management Feasibility is intended to evaluate the labour scheme, labour costs, supply chain, capitalization requirements, and management control requirements.

The scope of the Complete Feasibility may change depending on the intended audience to meet their specific requirements. In the event of significant change in the scope of work, the fees contained in this quote may be subject to change.
This proposal and attached agreement is an offer that expires on July 15, 2014 (“Expiration Date”). To accept this offer, the Agreement indicates, Engagement is by your return this Agreement signed via fax or email.

Our fax number is +1.888.559.5357 or my email is dsfranek@wert-berater.com. To come to contract terms in consideration of this Agreement, a bank wire (hereinafter “Retainer”) must be paid by the Expiration Date. Wert-Berater, Inc. is a US Delaware Corporation with branch offices located in Pforzheim, Germany and Prague, Czech Republic. I may be reached at these offices.

An account for our Client Log In at http://www.wert-berater.com for this project and your company as a client has been established. A separate email is sent to you providing you with a link to set up your confidential and secure user name and password. We request that you provide the contact details of all participants in this project so that all items related to the project may be uploaded to this project management platform.

Within this platform, upon commencement of the studies, you may log in and view the status of the reports, our workflow, project notes, invoices, hours of work completed per report module and communicate with our staff linked to your project.

The time of completion is estimated at about 90 to 120 business days from engagement, excluding national holidays for the Pre-feasibility study. The Complete Feasibility Study time of completion is estimated at about 60 to 90 business days, excluding national holidays recognized in the Federal Republic of Germany.

The following scope of work describes the items that are included in the contents of this feasibility study. Again, we are pleased that you contacted us and to provide this proposal and agreement to you.

Thank you.

We look forward to serving you.

Donald Safranek

Donald Safranek
President
dsfranek@wert-berater.com
http://www.wert-berater.com
Wert-Berater, Inc.
Pforzheim, Germany Office Address:
Westliche Karl-Fredrich Str. 27
75172 Pforzheim, DE (Innenstandt)
T Direct 1.877.253.4872 Global
Scope of Report Summary

This Pre-feasibility study will indicate the following items:

**Market Feasibility:** Information on the sales organization and management, nature and extent of market and market area, marketing plans, extent of competition including substitutes, and potential commitments, typical contract terms from direct purchasers or brokers. Also included is an evaluation of market demand per product type (steel products), pricing, days of inventory requirements, currency risk and general economic risks.

**Technical Feasibility:** This section of the study includes an evaluation of the plant design including all equipment to be used for the processing, storage, packaging and production of product(s). The technical constraints and possibilities indicated will be based on production floor area usage rates, systems capacities, downtime requirements, maintenance schedules, safety concerns, regulations relating to disposal of by product and environmental concerns related to production, storage and other uses. The outcome of this analysis is to determine the plant capacity of production, operating cost, CADs requirements and production possibilities. A sensitivity analysis is applied based on all production variables using the Monte Carlo Simulation technique via computer simulations, contribution analysis and breakeven of plant production.

**Financial Feasibility:** The pro forma is developed based on a month-by-month basis for 10 to 30 years. Data developed in the economic, market and technical feasibility sections are applied to present the reliability of the financial projections and the ability of the project to achieve the projected income and cash flow. Returns evaluated include Rate of Return on Equity, Internal Rate of Return, Modified Internal Rate of Return, Net Present Values of cash flows for 3, 5, 7 and 10 year hold periods. Estimated capital investment and leasing expenses.
Complete Feasibility Study

Scope of Report Summary
This Pre-feasibility study will indicate the following items:

Economic Feasibility: Information related to the project site; availability of trained or trainable labor; utilities; rail, air, and road service to the site; required usable site area, environmental impact summary of concerns, laws and regulations, and the overall economic impact of the project.

Market Feasibility: Information on the sales organization and management, nature and extent of market and market area, marketing plans, extent of competition including substitutes, and potential commitments, typical contract terms from direct purchasers or brokers. Also included is an evaluation of market demand per product type (steel products), pricing, days of inventory requirements, currency risk and general economic risks.

Cost Feasibility: The Cost Feasibility section shall address the impact of the expected costs for the development, construction, tenant improvements relating to the proposed plant, either to be leased or new construction or building modifications. This will include a detailed analysis of itemized project costs and probable cost ranges based upon: land, buildings, equipment, and other cost categories specified by the project developer, and will cover both initial and operating costs.

Technical Feasibility: This section of the study includes an evaluation of the plant design including all equipment to be used for the processing, storage, packaging and production of product(s). The technical constraints and possibilities indicated will be based on production floor area usage rates, systems capacities, downtime requirements, maintenance schedules, safety concerns, regulations relating to disposal of by product and environmental concerns related to production, storage and other uses. The outcome of this analysis is to determine the plant capacity of production, operating cost, CADs requirements and production possibilities. A sensitivity analysis is applied based on all production variables using the Monte Carlo Simulation technique via computer simulations, contribution analysis and breakeven of plant production.

Financial Feasibility: The pro forma is developed based on a month-by-month basis for 10 years to include lease-up and potential tenant roll-over. Data developed in the economic, market and cost feasibility sections are applied to present the reliability of the financial projections and the ability of the project to achieve the projected income and cash flow. Returns evaluated include Rate of Return on Equity, Internal Rate of Return, Modified Internal Rate of Return, Net Present Values of cash flows for 3, 5, 7 and 10 year hold periods. Estimated capital investment and leasing expenses.
Management Feasibility: Evidence that continuity and adequacy of management has been evaluated and documented as being satisfactory. This section of the report also indicates labor scheme and cost of labor including project construction, operations and leasing management. Management includes experience of the development, general contractor, company assets, liquidity, and availability of short term credit. This section of feasibility is to assist underwriters in evaluating credit quality and experience of the borrower.
### Salient Terms of the Feasibility Study Assignment

<table>
<thead>
<tr>
<th>Client</th>
<th>Integrated Industry Ecology Pty. Ltd.</th>
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<tbody>
<tr>
<td>Report Types</td>
<td>1) Pre-feasibility study</td>
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<tr>
<td></td>
<td>2) Complete Feasibility Study</td>
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<tr>
<td>Project Type</td>
<td>Integrated Steel Processing Plant</td>
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<td>Estimated Time of Completion</td>
<td>See cover letter</td>
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<tr>
<td>Fee</td>
<td></td>
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<tr>
<td>Pre-feasibility Study</td>
<td>190,000 €</td>
</tr>
<tr>
<td>Complete Feasibility Study</td>
<td>122,000 €</td>
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The fees indicated are based on a two-step approach to the feasibility study process. In the event that a Complete Feasibility Study is requested in lieu of a Pre-feasibility, then Complete Feasibility Study the fee is as follows:

| Complete Feasibility Study Only | 288,000 € |

**Expenses**

- **Retainer**: 50% of Fee via bank wire

**Draft Reports**

- 25% of Fee via bank wire
- (Draft reports are issued about 30 days prior to expected final report due date)

**Balance Due**

- At completion of the report prior to delivery to Client. Client will be notified 72 hours prior to completion of the study to remit via bank wire the balance for the report(s). The final report will be delivered upon our receipt of your balance payment.

**Scope of Report**

- Pre-feasibility study: See Exhibit A
- Complete Feasibility Study: See Exhibit B

**Number of Copies**

- 1 PDF and 10 Hardbound Color copies per study type

**Report Purpose**

- Internal Use and Capital Procurement by Client
FEASIBILITY STUDY
SERVICES AGREEMENT
MADE BETWEEN

Wert-Berater, Inc.
A Delaware Corporation

and

Integrated Industry Ecology Pty. Ltd.
AGREEMENT

This Agreement (the “Agreement”) is entered into this 11th day of February 2014, by and between Wert-Berater, Inc. (“Company”), with its principal offices at Westliche Karl-Fredrich Str. 27 75172 Pforzheim, DE (Innenstandt), and Integrated Industry Ecology Pty. Ltd. (identified as “Client” herein), with its principal offices at 398 St. Paulus Terrace, Fortitude Valley, 4006 Brisbane QLD Australia.

ARTICLE I
DEFINITIONS

In addition to the abbreviations and terms otherwise defined in the text of this Agreement, the following capitalized terms used herein shall have the respective meanings set forth below.

1. Agreement shall mean this Agreement and any exhibits, schedules attached hereto and made a part hereof, as the same may be amended from time to time and attached hereto.

2. Confidential Information shall mean non public trade information, policies, procedures, and/or owner, which may include, but not be limited to, guidelines, software and future releases of software, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, pricing and discount schedules, owner lists, supplier lists, financial information, sales and marketing plans, technical and non-technical information, proprietary information, and any other such information that the party maintains as confidential and proprietary.

3. Fees shall mean any and all amounts due Company arising from or relating to any products or services provided by Company to client, pursuant to this agreement.

4. Loss shall mean losses, damages, costs, claims, judgments, expenses, or liabilities, including but not limited to, reasonable attorney’s fees, expenses and court costs.

ARTICLE II
RESPONSIBILITIES AND OBLIGATIONS

Section 2.01. Scope of Services. Company shall provide the feasibility study services set forth in the scope of work as described.

Section 2.02. Non-Exclusivity.

2.02.01. Services of Other Vendors or Third Parties. Notwithstanding anything herein to the contrary, Client shall not be obligated to exclusively utilize Company for the services defined in Section 2.01, or any other services or products.

2.02.02. Services for Other Companies. Notwithstanding anything herein to the contrary, Company shall have the right to perform services of any kind to any third party, including but not limited to banks, lenders, mortgage companies in any geographic area.

ARTICLE III
FEES AND INVOICING

Section 3.01. Fees. Company shall be compensated for the Services provided pursuant to this Agreement in the amounts and manner set forth in the attached Scope of work, which is Exhibit A and Exhibit B hereto.

Section 3.01a. Fee and Expenses. The Fee for these Feasibility Study Services agreed to by the parties of this Agreement is provided in Salient Terms of the Feasibility Study Assignment.
Section 301b. Retainer. A Retainer of 50% of the Fee based on the Pre-feasibility study and Complete Feasibility Study is required to be paid in full by Client prior to commencement of these Feasibility Study Services. See wiring instructions on final page of this Agreement. Wert-Berater, Inc. only accepts Bank Wires for payment.

Section 3.02. Escrowing of Fees. The balance of the Fee is required to be escrowed by the Client on behalf of Wert-Berater, Inc. by an agent of choice by Wert-Berater, Inc. All fees due in accordance with the terms of this Agreement will be paid to Wert-Berater, Inc. upon release of the various draft or final reports to Client. The escrow fees are at the expense of the Client.

ARTICLE IV
COMPLETION TIME OF FEASIBILITY STUDY SERVICES

Section 4.01. Completion and Delivery of Feasibility Study Report by Company to Client.

4.01.01. Completion Time. Company will provide the to the Client in as described in the cover letter to this Agreement.

4.01.02. Number of Reports. Company will provide the completed Feasibility Study to Client ten (10) hardbound copies via ground service delivery and one (1) PDF Electronic Copy of the Feasibility Study to Client upon completion. Additional copies may be provided to Client for a fee of 3,500 € per hard bound copy.

4.02.01. Scope of Limitation. The limitations set forth in Section 5.02.01 shall apply regardless of the form of action, whether in contract or tort, including negligence, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if the Party has been informed of the possibility of such damages.

4.02.02. Non-Biased. The Company has been engaged by Client as a Third Party Un-Biased provider of these Feasibility Study Services. Thus, the Company does not accept engagements for Feasibility Study Services with predetermined outcomes of project Feasibility Study for economic, social, market, cost, technical, financial, management or design. The Client Agrees that all Fees agreed to by the parties of this Agreement are due and earned by Company based on completion of the Company’s Feasibility Study Services and are not based in any way on the outcome of the Feasibility Study Report positive or negative or a predetermined outcome.

4.03. Notices. All notices, requests, consents, and other communications hereunder to any Party shall be deemed to be sufficient if contained in a written instrument delivered in person, or by a nationally recognized overnight delivery service at the address set forth below or such other address as may hereafter be designated in writing by such Party to the other Party:

Section 5.10. Entire Agreement. This Agreement, including the Exhibits, schedules, and any amendments or modifications hereto, contains the entire agreement between the Parties and supersedes all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated in this Agreement shall not be binding on either Party.

Section 6.10. Independent Contractor. Company is at all times an independent contractor in all matters relating to this Agreement. Company and its employees are not agents or employees of Client for any purpose and have no power or authority, whether apparent, actual, ostensible or otherwise, to bind or commit Client in any way. This limitation set forth in this paragraph is intended to include all state and federal statutes, foreign laws and regulations. It is further agreed that Client will not have any obligation or liability as a result of an imputed employment relationship and that Client shall indemnify Company for any claims made against Company alleging that Company is not an independent contractor.
for Client. All persons performing Company’s obligations under this Agreement shall be considered to be solely the employees, contractors or agents of Company or its contractors, and Company and its contractors shall be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance and other items payable to or on behalf of such personnel (if any), and for maintaining worker’s compensation insurance on such personnel.

This agreement is bound by the rules, laws and regulations of the European Union.

COMPANY:

Attn: Donald Safranek, President
Telephone: 888-661-4449
Facsimile: 888-559-5357
E-Mail: dsafranek@wert-berater.com

CLIENT: Mr. John Didea
Integrated Industry Ecology Pty. Ltd.
398 St. Paulus Terrace
Fortitude Valley, 4006 Brisbane
QLD Australia
T. 61 416287798
F. 61 08721106197
ijdidea@yahoo.com

Copy to:

Attn: ___________________________
Telephone: _______________________
Facsimile: _______________________
E-Mail: _________________________

All such notices, requests, consents and other communications shall be deemed to have been given when delivered by E-Mail to dsafranek@wert-berater.com.
In Witness Whereof, the Parties hereto have executed this Agreement as of the date shown in the preamble above.

Wert-Berater, Inc.

Donald Safranek, President

______________________________
Date

Integrated Industry Ecology Pty. Ltd.

______________________________

______________________________

Date

Date

Wert-Berater, Inc., Corporate Mailing Address:

Westliche Karl-Fredrich Str. 27
75172 Pforzheim, DE (Innenstandt)

Telephone: 888.661.4449
Facsimile: 888.559.5357
Website: http://www.wert-berater.com

Wiring Instructions:

Commerzbank
Account Number: 291168300
Account name: Wert-Berater, Inc.
Wire transfer routing number (IBAN): DE70700400410291168300
Swift: COBA: DEFF 700
Branch: Unterföhring, DE (Germany)
Bahnhofstraße 13A, 85774 Unterföhring, Germany
+49 89 9580863