Administrative Proceeding File Number 3-15211

To whom it my concern

I would like to know what I need to do to become an Eligible Customer in this matter. In December of 2007 and January of 2008 I was contacted by Anthony Salino and Frank Lorenzo with Mercer Capital and later CHARLES VISTA, LLC,. I was told Waste2energy would be a "safe and conservative investment" And the company would go public on the NASDAQ with in 12 months. I was also told "Waste2energy had over 10 million in holdings". The final selling point and what got me to buy was "You are getting your warrants up front and you'll be able to decide if you want to keep going.(Meaning I could sell at any time) and "No public stock can offer you that".

I invested [redacted] but I feel I was lied to and cheated. In February of 2008 I received a certificate that states I own [redacted] shares of Waste2energy Inc and in May of 2009 I received a new certificate stating that I now own [redacted] common stock in Maven Media Holdings inc. When I asked Anthony Salino and Frank Lorenzo then at Charles Vista when I would be able to sell the shares I was told numerous times "soon with in 12 months" after almost 2 years and numerous calls by me they became very belligerent and I ended the last call by hanging up. That was on or around November 1st of 2009.

In an effort to avoid Charles Vista, Frank Lorenzo and Anthony Salino I sent the certificate to my broker at that time at JP Turner. JP turner told me the stock could not be sold. So I tried to contact Christopher d'Arnaud-Taylor the Chairman of Waste2energy and I was told by Mohit Bhansali I would be able to sell in February of 2010 so I waited and you know the rest of the story.

Please advise what can I do to become eligible for part of the proposed plan of distribution? I have attached the certificates from both Waste2energy and Maven Media along with the purchase agreement and the Piggyback registration rights agreement. Please contact me by email or my cell phone [redacted] to acknowledge receipt of this email and to let me know what steps I need to take next

Thank you

Robert Nardone
[redacted]

AMENDED SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered into by and among Waste2Energy, Inc., a Delaware corporation (the "Company") and the individual and/or entity who executes this Agreement as a purchaser (a "Purchaser") of units of the Company's securities, each unit consisting of Five Hundred Thousand (500,000) shares of common stock (the "Unit(s)").

WHEREAS, the Company is offering up to twenty-four (24) Units at Two Hundred Fifty ($250,000) Dollars per Unit for an aggregate purchase price of Six Million ($6000,000) Dollars (the "Offering");

WHEREAS, the Purchaser desires to enter into this Agreement to acquire Units in the denominations set forth opposite his name on the signature page hereof subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement, the parties to this Agreement mutually agree as follows:

1. AUTHORIZATION AND SALE.

1.1 Authorization. The Company has authorized the issuance and sale of the Units to a limited number of accredited investors, as that term is defined in the Securities Act of 1933, as amended (the "Securities Act") pursuant to the Company's Amended Confidential Private Placement Memorandum dated September 4, 2007 (the "Memorandum").

1.2 Sale. Subject to the terms and conditions hereof, each Purchaser agrees separately (and not jointly) to purchase from the Company, and the Company agrees to sell and issue to each Purchaser, the number of Units set forth next to the Purchaser's name on the signature page hereof **(page 11 for Individuals, pages 10 and 13 for Joint purchasers and pages 11 and 13 for Corporations, Trusts and Partnerships. Joint Purchasers should set forth on page 14, the capacity in which they are purchasing, i.e. as Joint Tenants, Tenants in Common, Tenants by the Entirety, etc.). The Purchaser should also check the appropriate category listed in Section 4.4 on pages 5 and 6 of this Agreement.** The Purchaser shall pay such purchase price by check payable to Tri-State Title & Escrow, LLC, as Escrow Agent or by wire transfer of immediately available funds to Tri-State Title & Escrow, LLC as Escrow Agent in accordance with the wire instructions set forth in the instructions accompanying this Agreement.

2. CLOSING; DELIVERY.

2.1 Closing. The closing of the purchase and sale of the Units shall take place from time to time, at the discretion of the Company and Mercer Capital, Ltd. (the "Placement Agent"), at the offices of Guzov Ofsink, LLC, 600 Madison Avenue, 14th Floor, New York, NY 10022 after the proper officer(s) of the Company have accepted this Agreement on behalf of one or more Purchasers (the "Closing").

2.2 Subsequent Closings. Following an initial Closing, the Company shall continue to offer and sell the Units pursuant to the terms set forth in this Agreement. Additional Closings (the "Subsequent Closings") shall take place from time to time at the discretion of the Company and the Placement Agent as set forth in Section 2.1 above.

2.3 Delivery. At the Closing and any Subsequent Closing, subject to the terms and conditions hereof, the Company will deliver to the Placement Agent, on behalf of the Purchasers, the securities underlying the Units, i.e. the shares of the Company's common stock and Piggyback Registration Rights Agreements, each duly executed by the Company and dated the date of the Closing or Subsequent Closing, and such other certificates, consents, waivers and agreements as are reasonably requested by any Purchaser (together with this Agreement, collectively the "Transaction Documents"), against payment of the purchase price payable as of the date of such Closing or Subsequent Closing by check or wire transfer in accordance with Section 1.2 above

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchasers as follows:

3.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware. The Company has all the requisite corporate power and authority necessary to conduct its business as it is now being conducted and as proposed to be conducted and to own or lease the properties and assets it now owns or holds under lease, and is duly qualified and in good standing as a foreign corporation in each jurisdiction where the failure to qualify would have a material adverse effect upon its operations or financial condition.

3.2 Capital Stock. The authorized capital stock of the Company consists of 100,000,000 shares of common stock, par value $0.001 per share ("Common Stock"). As of the close of business on August 14, 2007, the Company had 21,000,000 shares of its Common Stock outstanding. All of the Company's outstanding shares of Common Stock have been duly and validly authorized and issued and are fully paid and non-assessable. The shares of Common Stock comprising the Units are duly authorized and, when issued, all of said shares will be validly issued, fully paid and non-assessable.

3.3 Authorization. The Company has the full corporate power and authority to enter into this Agreement and each of the Transaction Documents and to perform all of its obligations

contemplated hereunder and thereunder. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which the Company is a party have been duly authorized by all necessary corporate action, and this Agreement and each of the Transaction Documents constitutes (or will constitute, upon execution thereof) a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules and laws governing specific performance, injunctive relief and other equitable remedies. No further authorization on the part of the Company, its board of directors or its stockholders is necessary to consummate the transactions contemplated by this Agreement or any of the Transaction Documents. Except for any filings required by federal or state securities laws that have been or will be made by the Company, no consent, approval, authorization or order of, or declaration by, filing or registration with, any court or governmental or regulatory agency or board is or will be required in connection with the execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby or thereby.

3.4 Compliance with Law and Other Instruments. To its knowledge, the Company has complied in all respects with, and is not in material violation of, any statutes, laws, regulations, decrees and orders of the United States, any foreign country, any state, municipality and agency applicable to the Company or the conduct of its respective business. Upon consummation of this Agreement, the Company will not be in default in any material respect in the performance of any obligation, agreement or condition contained in any promissory note, indenture, loan agreement or other material contract to which it is a party or by which its properties are bound. Neither the issuance of the Common Stock comprising the Units nor the execution and delivery of this Agreement and the Transaction Documents or the consummation of the transactions contemplated herein or therein, will (i) conflict with, constitute a breach of, constitute a default under, or an event which, with notice or lapse of time or both, would be a breach of or default under, the respective certificate of incorporation or bylaws of the Company; (ii) conflict with or constitute a breach of, constitute a default under, or an event which, with notice or lapse of time or both would be a breach of or default under, any agreement, indenture, mortgage, deed of trust or other instrument or undertaking to which the Company is a party or by which any of its properties are bound which would have a material adverse effect on the Company's business, (iii) constitute a violation of any law, regulation, judgment, order or decree applicable to the Company; (iv) result in the creation or imposition of any lien or material charge or encumbrance upon any property of the Company; or (v) permit any party to terminate any agreement to which the Company is a party or beneficiary thereto which would have a material adverse effect on the Company's business.

3.5 Litigation. There is no litigation or governmental proceeding or investigation pending or, to the Company's knowledge, threatened against or affecting the Company which would reasonably be expected to result in any judgment or liability which would materially and adversely affect any of the property and assets of the Company or the right of the Company to conduct its businesses as now conducted or as proposed to be conducted.

3.6 Disclosure. Neither this Agreement nor the Memorandum or any of the Transaction Documents contains any untrue statement of any material fact, or omits to state any

material fact that is necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, complete and not misleading.

3.7 Registration Rights. The shares of Common Stock underlying the Units a shall have the piggyback registration rights as set forth in the Piggyback Registration Rights Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser hereby severally represents and warrants to the Company as follows:

4.1 No Minimum Sale of Units Required to Close. He is aware that the Units being offered by the Company are offered on a "best efforts" basis and no commitment exists by anyone to purchase all or any of the Units. No minimum level of sales is required for the proceeds from the sale of the Units to be made available to the Company. No assurance can be given that all or substantially all of the Units will be sold. To the extent that less than substantially all of the Units are sold, the Company may be prevented from completing the acquisition of Enerwaste International, Inc. and from otherwise fully implementing its immediate business plans absent additional financing, including a proposed bridge financing of Two Million Five Hundred Thousand ($2,500,000) Dollars for which no assurance can be given. In this regard, the Purchaser represents that he is aware that no minimum amount of proceeds need be raised by the Company as a prerequisite to close on the sale of a Unit and to immediately utilize the proceeds from such sale, it being understood that upon acceptance of this subscription by the Company, the proceeds from the sale of such Units will, subject to the closing obligations of the Company set forth herein, be immediately available to the Company.

4.2 Purchase for Own Account. He is acquiring the Units for his own account, for investment and not with a view to or in connection with any distribution or resale thereof. He does not have any contract, understanding, agreement or arrangement with any person to sell or transfer the Units or the shares of Common Stock comprising the Units.

4.3 Restrictions on Transfer. He understands that (a) neither the Units nor the shares of Common Stock comprising the Units have been registered under the Securities Act or the securities laws of any jurisdiction and (b) the economic risk of an investment in the Units must be borne for an indefinite period of time because neither the Units nor the shares of Common Stock comprising the Units may be sold or otherwise transferred unless subsequently registered under the Securities Act or an exemption from registration under the Securities Act is or becomes available.

4.4 Knowledge of the Purchaser. 4.5 Accredited Investor Status. He is an "Accredited Investor" as that term is defined in Section 2(15) of the Securities Act and Rule 501 of Regulation D promulgated thereunder. Specifically an Accredited Investor is:

(i) A bank defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15

of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 (the "Investment Company Act") or a business development company as defined in Section 2(a)(48) of the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(3) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets greater than $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or a registered investment advisor, or if the employee benefit plan has total assets greater than $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(ii) A private business development company as defined in Section 202(a)(22) of the Investment Adviser Act of 1940.

(iii) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets greater than $5 million.

(iv) a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his or her purchase exceeds $1 million.

(v) A natural person who had an individual income greater than $200,000 in each of the two most recent years or joint income with that person's spouse greater than $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(vi) A trust, with total assets greater than $5 million not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) (i.e., a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.)

(vii) an entity in which all of the equity owners are accredited investors. (If this alternative is checked, the Subscriber must identify each equity owner and provide statements signed by each demonstrating how each is qualified as an accredited investor.)

4.6 Disclosure of Information. He has read the Memorandum and the representations concerning the Company contained in this Agreement, has made inquiry concerning the Company, its business and its personnel, and has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Units and the business, properties, prospects and financial condition of the Company; the officers of the Company have made available to him all written information which he has requested and have

answered to his satisfaction all inquiries made by him. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 3 of this Agreement or his right to rely thereon.

4.6 Legends. It is understood that the shares of Common Stock underlying the Units may bear a legend in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A OF SUCH ACT OR TO AN AFFILIATE.

FOR FLORIDA RESIDENTS

PURSUANT TO SECTION 517.061(11) OF THE FLORIDA STATUES, IF SECURITIES ARE SOLD TO FIVE (5) OR MORE FLORIDA RESIDENTS, FLORIDA INVESTORS WILL HAVE A THREE (3) DAY RIGHT OF RECISSION. INVESTORS WHO HAVE EXECUTED A SECURITEIS PRUCHASE AGREEMENT MAY ELECT, WITHIN THREE (3) BUSINESS DAYS AFTER THE FIRST TENDERR OF CONSIDERATION THEREFORE, TO WITHDRAW THEIR SUBSCRIPTON AND RECEIVE A FULL REFUND (WITHOUT INTEREST) OF ANY MONEY PAID BY THEM. SUCH WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCCOMPLISH SUCH WITHDRAWAL, AN INVETOR NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SHOW HEREIN INDICATING HIS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM MUST BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIOND THIRD BUSINESS DAY. IIF SENDING A LETTER, AN INVESTOR SHOULD SEND IT BY CERTIFED MAIL, RETURN RECIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND TO EVIDENCE THE TIME WHEN IT IS MAILED. ANY ORAL REQUESTS FOR RECISSION SHOLD BE ACCOMPANIED BY A REQUEST FOR WRITTEN CONFIRMATION THAT THE ORAL REQUEST WAS RECEIVED ON A TIMELY BASIS.

4.7 Power and Authority. He has the requisite power and authority to enter into this Agreement, to purchase the Units and to carry out and perform his obligations under the terms of this Agreement. The execution, delivery and performance by him of this Agreement and the other Transaction Documents to which he is a party do not contravene the terms of any organizational documents and do not violate, conflict with or result in any breach or contravention of any contract or agreement to which he or it is a party or constitute a violation of any law, regulation, judgment, order or decree applicable to him or it.

4.8 Due Execution. This Agreement has been duly authorized, executed and delivered by the Purchaser and, upon due execution and delivery by the Company, will be a valid and binding agreement of the Purchaser, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules and laws governing specific performance, injunctive relief and other equitable remedies.

5. CONDITIONS OF PURCHASERS' OBLIGATIONS AT CLOSING

The obligations of each Purchaser to this Agreement to close are subject to the fulfillment on or before the Closing of each of the following conditions, unless waived by the Investor:

5.1 Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

5.2 Performance. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

5.3 Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body that are required in connection with the lawful issuance and sale of the Units shall be duly obtained and effective as of the Closing.

6. PLACEMENT AGENT FEES AND EXPENSES

The Company has agreed and Purchaser acknowledges the agreement of the Company to pay to the Placement Agent, at each closing, a Placement Agent's fee of ten (10%) percent and a non-accountable expense allowance of three (3%) percent of the purchase price for each Unit placed. In addition, the Company has agreed to issue the Placement Agent, as part of its investment banking fee, One Million Five Hundred Thousand (1,500,000) shares of its common stock (the "Investment Banking Shares") and, upon completion of the Offering, with all of the Units being sold, issue to the Placement Agent warrants to purchase 1,000,000 shares of our common stock exercisable at $0.50 per share (the "Placement Agent Warrants"), which warrants will be exercisable on a cashless basis. The Investment Banking Shares and the shares underlying the Placement Agent Warrants will have piggyback registration rights. The Company has also agreed to pay the Placment Agent from the proceeds of the Offering an Investment Banking Fee of Seventy Five ($75,000) Dollars, unrelated to the Offering.

7. MISCELLANEOUS.

7.1 Entire Agreement; Effectiveness. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to the conflicts of laws provisions of the State of New York or any other state.

7.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.5 Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery, after three business days following deposit with the United States Post Office, postage prepaid, or after one business day if sent by confirmed telecopy, addressed:

(a) If to the Company:

Waste2Energy, Inc.
546 Fifth Avenue
New York, NY 10036
Fax (646) 382 2154

or at such other address as the Company shall have furnished to the Purchasers in writing; and

(b) If to any Purchaser, the address set forth on the signature page hereof or at such other address as such Purchaser shall have furnished to the Company in writing.

7.6 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain, as nearly as practicable, the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to the Company or the Purchasers upon any breach, default or noncompliance of the Purchasers or the Company under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on the part of the Company or the Purchasers of any breach, default or noncompliance under this Agreement or any waiver on the Company's or the Purchasers' part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing and that all remedies, whether under this Agreement, by law, or otherwise afforded to the Company and the Purchasers, shall be cumulative and not alternative.

7.8 Amendments and Waivers. Except as otherwise expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) with the written consent of the Company and the Purchasers holding at least a majority of the principal amount of all Units then outstanding.

7.9 Survival of Covenants and Agreements, Representations and Warranties. All covenants and agreements contained herein or made in writing by the Company or the Purchasers in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement, the Transaction Documents and the Closing until the respective Purchaser ceases to own the securities comprising the Units. All warranties and representations contained herein shall survive for a period of two years after the Closing.

7.10 Further Assurances. Prior to and after the Closing, at the request of the Purchasers, the Company will take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate in doing, as the Purchasers may reasonably deem necessary or desirable, all things necessary to consummate and make effective, in a practicable manner, the Closing and the other transactions contemplated by this Agreement and the Transaction Documents, including, without limitation, (a) the execution and delivery of any additional waivers, consents, confirmations, agreements, instruments or documents, or the taking of all actions, whether prior to or after the Closing, necessary to issue and sell the Units to the Purchasers and (b) to otherwise carry out the purpose and intent of this Agreement and the Transaction Documents.

7.11 Construction. The use of the neuter gender herein shall be deemed to include the masculine and feminine genders wherever necessary or appropriate, the use of the masculine gender shall be deemed to include the neuter and feminine genders and the use of the feminine gender shall be deemed to include the neuter and masculine genders wherever necessary or appropriate.

IN WITNESS WHEREOF, this Agreement has been executed by the Purchaser and by the Company on the respective dates set forth below

No. of Units Purchased: _____ $ Amount of Units Purchased: $ [redacted]

Individual Signature(s):

1/27/08
Date

[redacted]
Signature of Purchaser

[redacted]
Social Security No.

R Nordone
Printed Name

[redacted]
Telephone No.

[redacted]
Street

[redacted]
Fax No.

[redacted]
City State Zip

Email: [redacted]

Date

Signature of Co-Purchaser

Social Security No.

Printed Name

Telephone No.

Street

City State

Subscription Accepted by:

WASTE2ENERGY, INC.

By: [redacted]
Christopher d'Arnaud-Taylor
President

Date: 2/29/08

PIGGYBACK REGISTRATION RIGHTS AGREEMENT

AGREEMENT by and between WASTE2ENERGY, INC. with an address for doing business at 546 Fifth Avenue, New York, NY 10036 (the "Company") and the individuals and/or entities signatory hereto (each a "Holder" and collectively, the "Holders").

WHEREAS, Holder is the owner of units of the Company's securities (the "Units"), each Unit consisting of Five Hundred Thousand (500,000) shares of common stock (the "Shares"); and

WHEREAS, the Company, pursuant to the terms of the Securities Purchase Agreement has granted Holder piggy-back registration rights for the Shares and Warrant Shares,

NOW, THEREFORE, the parties agree as follows:

1. Registration:

(a) Registration. If at any time or from time to time the Company shall determine to register under the Securities Act of 1933, as amended (the "Securities Act") any of its securities, other than on Form S-4 or Form S-8 or their then equivalents, the Company will:

(i) promptly give to Holder written notice thereof; and

(ii) subject to Section 1(b) below, include in such registration (and any related qualification under blue sky laws or other compliance) and in any underwriting involved therein the maximum number of investor shares registrable pursuant to Rule 415 of the Securities Act (collectively, the "Registrable Securities."). The term Registrable Securities shall also mean (i) any common shares or other securities of the Company issued or issuable with respect to, or in exchange for or in replacement of the Shares and such additional or lesser amount of shares upon any stock split, stock dividend, recapitalization, or similar event; provided, however, that common shares of the Company or other securities shall only be treated as Registrable Securities for the purposes of this Section 1 to the extent that they have not been, and may not be, sold pursuant to Rule 144 under the Securities Act.

(b) Underwriting. If the registration is for a registered public offering involving an underwriting, the Company shall so advise Holder as a part of the written notice given pursuant to Section 1(a) hereof. In such event, the

right of Holder to registration pursuant to this Agreement shall not be conditioned upon Holder's participation in such underwriting and the inclusion of Registrable Securities in the underwriting. If Holder proposes to distribute Registrable Securities through such underwriting, Holder shall (together with the Company) enter into an underwriting agreement in customary form with the managing underwriter selected for such underwriting by the Company. Notwithstanding any other provision of this Agreement, if the managing underwriter determines that marketing factors require a limitation of the number of shares to be underwritten, the managing underwriter may totally eliminate or partially limit the Registrable Securities and other securities to be distributed through such underwriting, for the account of Holder; provided, that in such event, the registration statement shall not be deemed a registration for purposes of Section 1(d) hereof.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Agreement prior to the effectiveness of such registration. Any registration terminated or withdrawn prior to the effectiveness of such registration shall not be deemed a Registration for purposes of Section 1(d) hereof. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2 hereof.

(d) Number of Registrations. The Company is obligated to effect only one registration pursuant to this Agreement.

2. Expenses of Registration

All Registration Expenses incurred in connection with registration pursuant to Section 1 shall be borne by the Company. "Registration Expenses" shall mean all expenses, except underwriters or placement agent's fees or discounts and except as otherwise stated below, incurred by the Company in complying with this Agreement, including, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, fees to issue the Shares, and the expense of any special audits incident to or required by any such registration.

3 Registration Procedures

In the case of a registration effected by the Company pursuant to this Agreement, the Company will keep Holder advised in writing as to the initiation of the registration and as to the completion thereof. At its expense, the Company will:

(a) Prepare and file with the Securities and Exchange Commission (the "SEC") a registration statement with respect to such securities and use its best efforts to cause such registration statement to become and remain effective for at least twelve (12) months or, if earlier, until the distribution described in the registration statement has been completed;

(b) Prepare and file with the SEC during the period specified in Section 3(a) such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement; and

(c) Furnish to Holder and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus and such other documents as Holder and such underwriters may reasonably request in order to facilitate the public offering of such securities.

4. Non-Transferable Registration Rights

The rights to cause the Company to register securities granted Holder under this Agreement may not be assigned.

5. Indemnification for Registration

(a) Holder will indemnify the Company, each of its directors and officers, each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such directors, officers, underwriters or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by Holder and stated to be specifically for use therein. Notwithstanding the foregoing, the liability of Holder under this subsection (a) shall be limited to the lesser of (i) the proportion that the public offering

price of shares sold by Holder under such registration statement bears to the total public offering price of all securities sold thereunder, but not to exceed the net proceeds received by Holder for the sale of Registrable Securities covered by such registration statement and (ii) the amount of any damages which Holder would have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the foregoing, any party guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act), shall not be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation

(b) In connection with each registration statement relating to disposition of Registrable Securities, the Company shall indemnify and hold harmless each Holder and each underwriter of Registrable Securities and each person, as that term is defined in the Securities Act, if any, who controls such Holder or underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages and liabilities, joint or several (including any reasonable investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of any action, suit or proceeding or any claim asserted), to which they, or any of them, may become subject under the Securities Act, the Exchange Act or other Federal or state law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto, or arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that such indemnity shall not inure to the benefit of any Holder or underwriter (or any person controlling such Holder or underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) on account of any losses, claims, damages or liabilities arising from the sale of the Registrable Securities if such untrue statement or omission was made in such registration statement, prospectus or preliminary prospectus, or such amendment or supplement, in reliance upon and in conformity with information furnished in writing to the Company by such Holder or underwriter specifically for use therein. The Company shall also indemnify selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each person who controls such person (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders of Registrable Securities, if

requested. The indemnity provisions set forth herein shall be in addition to any liability which the Company may otherwise have.

(c) Any party that proposes to assert the right to be indemnified hereunder will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim is to be made against an indemnifying party or parties under this Section, notify each such indemnifying party of the commencement of such action, suit or proceeding, enclosing a copy of all papers served. No indemnification provided for in Section 5(a) or 5(b) shall be available to any party who shall fail to give notice as provided in this Section 5(c) if the party to whom notice was not given was unaware of the proceeding to which such notice would have related and was prejudiced by the failure to give such notice, but the omission so to notify such indemnifying party of any such action, suit or proceeding shall not relieve it from any liability that it may have to any indemnified party for contribution otherwise than under this Section. In case any such action, suit or proceeding shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and the approval by the indemnified party of such counsel, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses, except as provided below. The indemnified party shall have the right to employ its counsel in any such action, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of counsel by such indemnified party has been authorized in writing by the indemnifying parties, (ii) it shall have been reasonably concluded that there may be a conflict of interest between the indemnifying parties and the indemnified party in the conduct of the defense of such action (in which case the indemnifying parties shall not have the right to direct the defense of such action on behalf of the indemnified party; it being understood, however, that the Company shall not be liable for the fees and expenses of more than one separate counsel representing the indemnified parties) or (iii) the indemnifying parties shall not have employed counsel to assume the defense of such action within a reasonable time after notice of the commencement thereof, in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the indemnifying parties. An indemnified party shall not be liable for any settlement of any action, suit, proceeding or claim effected without its written consent.

(d) In connection with each registration statement relating to the disposition of Registrable Securities, if the indemnification provided for in

subsection (a) hereof is unavailable to an indemnified party thereunder in respect to any losses, claims, damages or liabilities referred to therein, then the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsections (a) or (b) of this Section 5 in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, or actions in respect thereof, as well as any other relevant equitable considerations. Relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement (if any) entered into in connection with an underwritten public offering of the Registrable Securities are in conflict with the foregoing provisions, the provisions in such underwriting agreement shall control.

6. Information by Holder

Holder shall furnish to the Company such information regarding Holder, the Registrable Securities held by him and the distribution proposed by Holder in connection with an underwriting (if any) as the Company may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance in connection with a registration.

7. Miscellaneous.

(a) If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) Waiver of any default shall not constitute waiver of any other or subsequent default.

(c) Except as otherwise expressly set forth herein, any notice, request or other communication required or permitted hereunder shall be in

writing and shall be deemed to have been duly given if personally delivered or if faxed with confirmation of receipt by telephone or if mailed be registered or certified mail or by courier, to the respective the addresses of the parties as set for the hereinabove. Any party hereto may by notice so given change its address for future notice hereunder. Notice shall conclusively be deemed to have been given when personally delivered, faxed or when deposited in the mail in the manner set forth above and shall be deemed to have been received when delivered.

(d) This Agreement may be executed in one or more counterparts and by facsimile, all of which shall be deemed one and the same agreement.

(e) No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

(f) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

(g) This agreement shall be construed, enforced, and administered in accordance with the laws of the State of New York, under the jurisdiction of the State of New York, without giving effect to any provision thereof that would compel the application of the substantive laws of any other jurisdiction and without regard to the conflicts of law provisions. The parties consent to the jurisdiction of the federal and state courts located in the State of New York regarding all matters under this Agreement.

(h) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

IN WITTNESS WHEREOF, this agreement has been executed as of the 29th day of February, 2008.

Waste2Energy, Inc.

By:_____
Christopher d'Arnaud-Taylor
Chairman

SIGNATURE PAGE OF HOLDERS

WASTE2ENERGY, INC.

PIGGYBACK REGISTRATION RIGHTS AGREEMENT

FOR INDIVIDUALS AND JOINT HOLDERS:

Name of Holder: Robert Nordave
(Print)

Name of Joint Holder (If Joint) N/A
(Print)

Signature of Holder: [redacted]

Signature of Joint Holder (If Joint) _____

FOR CORPOATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, TRUSTS AND OTHER ENTITIES:

Name of Entity: _____
(Print)

Name of Authorized Signatory: _____
(Print)

Title of Authorized Signatory: _____
(Print)

Signature of Authorized Signatory _____