

AGREEMENT FOR THE PREPARATION OF A SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN (SPCC PLAN) AND RELATED PRODUCTS AND SERVICES

PREFACE

Williams & Company Consulting Inc. (Williams) specializes in assisting businesses in their compliance with state and federal laws. Environmental Advisors and Engineers, Inc. (EAE) is an engineering firm specializing in a variety of environmental consulting services. Since 1973, the Federal Environmental Protection Agency (EPA) has required owners of Aboveground Storage Tanks (ASTs) containing petroleum products to prepare a Spill Prevention Control and Countermeasure (SPCC) Plan per Title 40 of the Code of Federal Regulations (CFR), Part 112. AST owners are required, since 1973, to review and amend their SPCC Plan every three (3) years. In August 2002, the EPA regulations governing SPCC were amended, which required all AST owners to review and amend if necessary the SPCC Plans. The 2002 amended regulations changed the period of review so that SPCC plans are now required to be reviewed and amended every five (5) years. As of February 10, 2006, the EPA has extended the deadline for SPCC Plan review and implementation to October 31, 2007.

OFFER TO PREPARE PLAN

Williams and EAE hereby offers to you, an AST owner, a visit to your site and preparation of an SPCC Plan, which shall conform to the requirements of the EPA. Such Plan will also note any exceptions to the regulations. In addition, Williams will offer to you web-based training and record keeping to assist you in maintaining compliance with the EPA's SPCC requirements. We may also offer optional auxiliary products and services to you to assist you in bringing your facility into compliance, based on our site inspection.

SITES AND OWNER CONTACT

Owner Name: _____

Phone: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

1. Site Name: _____
Contact Name: _____
Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

2. Site Name: **DELETE IF NOT USED** _____
Contact Name: _____
Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

3. Site Name: **DELETE IF NOT USED** _____
Contact Name: _____
Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

4. Site Name: **DELETE IF NOT USED** _____
Contact Name: _____
Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

5. Site Name: **DELETE IF NOT USED** _____
Contact Name: _____
Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

6. Site Name: **DELETE IF NOT USED** _____
Contact Name: _____
Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

WILLIAMS CONTACT

Address general contract and compliance issues to:

Mr. Patrick J. Vuchetich
Senior Project Manager
Williams & Company Consulting, Inc.
9237 Ward Parkway, Suite 114
Kansas City, MO 64114

Phone: 816-444-1223
Fax: 816-444-0505
Email: pjv@willconsult.com

Address engineering issues to:

Environmental Advisors and Engineers, Inc.
19211 W. 64th Terrace
Shawnee, KS 66218

Phone: 913-599-4326
Fax: 913-307-9406
Email: jbiesma@eaei.com

DATE OF DELIVERY Fees for any optional auxiliary products shall be due upon client's receipt of these products.

We shall prepare and deliver the Plan(s) to you no later than the Federal EPA deadline of October 31, 2007 with amendments required by the August 2002 and February 10, 2006 regulation changes.

COST AND FEES

The site visits and Plan preparation for the sites listed above shall be performed and delivered for the agreed price of \$ _____ per SPCC plan for a total of \$ _____. If any products or services are offered to assist you in attaining compliance, a fee schedule for such items will be provided following the site inspection for your written approval. Your signature on the field order checklist shall constitute modification of this agreement to add the selected scope elements at the fees listed. Fees for any optional auxiliary products or services shall be due upon client's receipt of these products.

DEFENSE OF THE PLAN AND INDEMNIFICATION

If, upon inspection, the Federal EPA questions the SPCC Plan prepared by us, we shall discuss with the EPA the substance of the Plan and, if required, make any modifications to the plan without additional costs to you. If the EPA levies a fine against you for failing to list an exception to the regulations in the SPCC Plan we shall indemnify you up to the cost of the particular site plan billed by us and paid by you.

TERMS OF PAYMENT

Upon signing this agreement 30% of the contracted amount stated above shall be payable within 30 days. The remaining balance for each site plan shall be due prior to delivery of each plan. Any outstanding balance not paid within 5-days of Client's receipt of the plan or other related service or product is subject to a 18% annualized finance charge.

TRAINING AND RECORDING KEEPING

It is Williams' intention to make a separate offer to you for ongoing training and record keeping once the SPCC Plan is delivered to you. It will be your option whether or not you purchase the convenient training and record keeping portions of Williams' SPCC program.

AGREEMENT IN FULL

This written agreement sets forth the complete agreement and responsibilities between the parties. No warranties or liabilities exist between the parties except those expressed within this agreement.

EXECUTION OF THE AGREEMENT

The agreement is complete upon Williams' and EAE's acceptance and return of a signed contract to you. This agreement is executed by the following:

Your Acceptance

Signature

Print Name

Company

Date

Acceptance by Williams & Company Consulting, Inc.

Signature

Patrick J. Vuchetich

Print Name

Date

Acceptance by Environmental Advisors and Engineers, Inc.

Signature

Print Name

Date