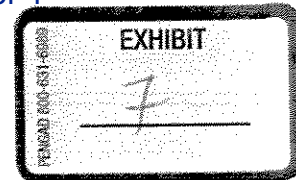


NITAGLIONI + FERRAIUGLI



June 5, 2007

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7004 2890 0003 8621 1797

VIA TELEFAX NO. (212) 848-0209

American Waste Management & Recycling, LLC
c/o Abul Shah
645 Fifth Avenue
8th Floor
New York City, New York 10022

Re: Contract for the Purchase of Scrap
Metal, Alloys and Other Items

Dear Mr. Shah:

We write to you on behalf of Canopy Ecoterra Corporation (hereinafter "Ecoterra") and with regards to certain "Contract for the Purchase of Scrap Metal, Alloys and Other Items" (hereinafter the "Contract") entered into by American Waste Management & Recycling, LLC ("AWMR") with Ecoterra. In the Contract, and subject to all other terms and conditions, AWMR agreed and committed to dismantling approximately some Seven Thousand (7,000) Metric Tons of scrap metal including ferrous and non-ferrous metals and all alloys resulting from the dismantling of certain tank structure in "as is, where is" conditions. At this time, Ecoterra has become aware that AWMR is deviating from the terms and conditions of the Contract and, as this behavior continues, anticipates considerable damages to its operation as well as to its positive reputation in Puerto Rico.

Particularly, Ecoterra is now aware that AWMR is exclusively extracting copper and aluminum from the tank structure, leaving behind all other scrap metals on site. This conduct contravenes the purpose and fundamental nature of Section One of the Contract whereby AWMR devoted itself to extracting all scrap metal of the tank structures. Therefore, it is imperative, for AWMR to extract all the scrap metal including ferrous and non-ferrous metals and all alloys from the tank structure. Furthermore, AWMR at all times represented that extracting the goal of 7,000 metric tons would be achieved in a period of eight (8) months. However, in the current pace of work, caused by AWMR's selectiveness in extracting

NIGAGLIONI FERRAIUOLI

American Waste Management & Recycling, LLC
Page 2
June 5, 2007

material, it is evident that the goal will not be reached by a long shot. Needless to say, this has become an issue of serious concern for Ecoterra and confirms that AWMR has incurred in fraud resulting in substantial damages and losses to Ecoterra, as established in Section 5(c)(4) of the Contract. These fraudulent actions by AWMR are above and beyond any curing period that the Contract provides for.

On a second topic, AWMR further agreed in the Contract that payment for any extracted material is to be made within fifteen (15) working days of AWMR receiving weight slips / trucking receipts from the certified weight mechanism located at Cemex's premises. However, at this time, and despite Ecoterra having provided the aforementioned weight slips, AWMR is in arrears. Therefore, AWMR currently owes Ecoterra the estimated amount of no less than Twenty One Thousand Dollars (\$21,000.00) for extracted material that is more than fifteen (15) days overdue. As is part of the Contract, failure to pay is also a material breach of the agreement, and has been previously informed to AWMR in an electronic correspondence, earlier in the month of May. For that reason, we are hereby informing you of this material breach as established in Section 5(c)(1) of the Contract.

Thirdly, in Section 7(d) of the Contract, AWMR is required to provide Ecoterra a Certificate of Insurance naming Ecoterra as an additional insured under AWMR's policies for: (a) "All Risk" insurance, (b) General Liability Insurance, (c) Sudden and Accidental Pollution Insurance, (e) Workmen's Accident Compensation Insurance, SINOT, Chauffeurs Insurance, among others. However, and despite the fact that AWMR has been laboring for over sixty (60) days, AWMR has not provided the required certificates of insurance naming Ecoterra as an additional insured under those policies. Needless to say, this is another material breach of the Contract.

On another topic, we make reference to certain field reports where AWMR enumerates certain situations that arose during their operations. Ecoterra emphasizes what was their utmost availability to assist AWMR in the work that was at hand. With that in mind, AWMR had ample and vast opportunity to inspect the area where the work was to be performed. To that effect, AWMR had a term of no less than ninety (90) days to perform their due diligence and inspection of the Scope of Work, as is established in the Contract. Moreover, and as was exhaustively informed by Ecoterra, AWMR's work

NIGAGLIONI FERRAIUOLI

American Waste Management & Recycling, LLC

Page 3

June 5, 2007

was subject at all times to the requirements and conditions of the Premises. No "surprises" should have been found when, after more than 90 days of inspections, AWMR began work. Still, and as was proven on May 2nd, Ecoterra provided continuous and complete support to AWMR with the personnel at the Premises. Additionally, CEMEX has requested on numerous occasions for AWMR to inform Ecoterra the final destiny of the few metric tons that have been extracted from the Premises. The aforementioned, in accordance to legal and regulatory requirements from the Environmental Quality Board (PREQB). Again, this is a serious breach of the Contract. Another issue has been the blatant disregard to security measures, such as throwing material from high above to the ground.

Finally, the threats and menacing attitude by AWMR representatives to CEMEX agents is intolerable and without precedent. This type of conduct shall end immediately as it is completely unacceptable.


For all the reasons explained above, and others not included herein involving safety practices and compliance, Ecoterra hereby requests that AWMR immediately cease and desist operating in the Premises, particularly for the reasons stated above and for not having provided the certificates of insurance of utmost importance for the operations, that creates concern and the possibility of substantial liability upon Ecoterra for any possible accidente. It is further informed that this is a Notice of Termination and state that the "curing period" as established in the Contract in Section 5(c)(5) shall be considered begun for which AWMR has the referred to time period to put itself current in the amounts at present owed to Ecoterra and to abandon the premises. Also, and due to the fraud committed by AWMR, that has caused substantial damages and losses to Ecoterra, and as previously exposed, it is the intent to terminate the Contract upon conclusion of the curing period established therein as AWMR will not be capable of extracting the agreed upon 7,000 metric tons in the established period of time. Ecoterra recommends that the period herein afforded to AWMR be used

NIGAGLIONI FERRAIUOLI

American Waste Management & Recycling, LLC
Page 4
June 5, 2007

to remove all equipment and material from the Premises.
Unfortunately, the conduct presented by AWMR leaves Ecoterra with
no other choice but to send this Notice of Termination.

Cordially,



Antonio Valiente

c. Canopy Ecoterra Corp.