U. S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or (g) of the Securities and Exchange Act of 1934

CLEAN COAL TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

Nevada	**2691079442**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
12518 W Atlantic Blvd, Coral Springs, FL	**33071**
(Address of principal executive offices)	(Zip Code)

Issuer's telephone number: **(954) 344-2727**

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered	Name of each exchange on which each class is to be registered
None	**N/A**

Securities to be registered pursuant to Section 12(g) of the Act:

Common Stock
(Title of Class)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company. See definitions of "large accelerated filer," "accelerated filer", and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☐
Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company ☐

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Item 1. Business

Forward-Looking and Cautionary Statements

Except for statements of historical fact, certain information in this document contains "forward-looking statements" that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "should," "would," or similar words. The statements that contain these or similar words should be read carefully because these statements discuss our future expectations, contain projections of our future results of operations, or of our financial position, or state other "forward-looking" information. Clean Coal believes that it is important to communicate our future expectations to our investors. However, there may be events in the future that we are not able to accurately predict or control. Further, we urge you to be cautious of the forward-looking statements that are contained in this Form 10 because they involve risks, uncertainties and other factors affecting our technology, planned operations, market growth, products and licenses. These factors may cause our actual results and achievements, whether expressed or implied, to differ materially from the expectations we describe in our forward-looking statements. The occurrence of any of these events could have a material adverse effect on our business, results of operations and financial position.

Overview

Clean Coal Technologies, Inc. ("We," "Company" or "Clean Coal") owns a patented technology that we believe will provide clean energy at low costs through the use of the world's most abundant fossil fuel, coal. Our technology is designed to utilize controlled heat to extract and capture pollutants and moisture from low-rank coal, transforming it into a clean-burning, more energy-efficient fuel, prior to combustion. Our proprietary coal cleaning process is designed to ensure that the carbon in coal maintains its structural integrity during the heating process while the volatile matter (polluting material) within the coal turns into a gaseous state and is removed from the coal. We have trade-marked the name "PRISTINE" as a means of differentiating our processed product from the negative connotations generally associated with coal, and its traditional use. PRISTINE™ is applicable for a variety of applications, including coal-fired power stations, chemical byproduct extraction, and as a source fuel for coal to liquid technologies.

History

The Company was originally chartered in the state of Delaware on September 17, 1986 under the name Riverside Technologies, Inc. In September 2007, we changed our domicile to Nevada and changed our name to Clean Coal Technologies, Inc. On November 19, 2007 we completed a share exchange agreement with Clean Coal Systems, Inc, a Florida corporation ("CCSI") whereby we exchanged 294,784,480 (as adjusted after stock splits) common shares for all of the outstanding stock of CCSI. The combined companies now operate under the name Clean Coal Technologies, Inc. CCSI was incorporated in Florida on May 7, 2007. Prior to the merger with the Company, CCSI merged with Saudi American Minerals, Inc. ("SAMI") on September 7, 2007. CCSI did not have any operations prior to the merger with SAMI. SAMI was originally incorporated as Golden Triangle Corporation ("Golden") on October 20, 1997 in the State of Nevada. In June 1998, Golden merged with Consolidated Energy International, Inc., and in October 1999 changed its name to Saudi American Minerals, Inc.

Registration Statement

We are voluntarily filing this registration statement on Form 10 in order to make information concerning Clean Coal more readily available to the public. We believe that being a reporting company under the Securities Exchange Act of 1934, as amended ("Exchange Act"), will enable Clean Coal to make an application to have its common stock traded on the NASD's over-the-counter bulletin board ("OTCBB"). Also, being a reporting company will make information concerning Clean Coal more accessible to its stockholders, prospective stockholders and the public trading market. This registration statement will automatically become effective after sixty days from filing with the United States Securities & Exchange Commission ("SEC") unless voluntarily withdrawn by the Company prior to that time.

Upon the effectiveness of this registration statement, we will be obligated to file with the SEC certain interim and periodic reports including an annual report containing audited financial statements. We will also be obligated to report significant current events and changes in stock ownership of our officers, directors and affiliates.

Principal Executive Office

Our principal executive offices are located at 12518 W Atlantic Blvd., Coral Springs, FL 33071. Our telephone number is (954) 344-2727; our facsimile number is (954) 757-1765. We maintain a web site at www.cleancoaltechnologiesinc.com.

Technology

Our coal treating process extracts the volatile matter (solidified gases or pollutant material) from standard low-rank coal by heating coal as it transitions through several disparate heat chambers, causing the volatile matter to turn to gas and escape the coal, leaving behind a clean-burning fuel source. Historically, the primary technological challenge of extracting this volatile matter has been maintaining the structural and chemical integrity of the carbon, while achieving enough heat to turn the volatile matter into a gaseous state. Heating coal to temperatures well in excess of 400º Fahrenheit is necessary to quickly turn volatile matter gaseous. However, heating coal to these temperatures has generally caused the carbon in the coal to disintegrate into an unusable fine powder (coal dusting). Our patented flow process transitions the coal through several atmospherically independent heat chambers controlled at increasingly higher temperatures. These heat chambers are infused with inert gases, primarily carbon dioxide (CO_2), preventing the carbon from combusting. We have identified the optimum combination of atmospheres, levels of inert gases, transport speed, and temperatures necessary to quickly extract and capture volatile matter, while maintaining the structural and chemical integrity of the coal. Using our technology, we are able to capture the volatile gases that escape the coal, and to utilize some of these gases to fuel the process, while others are captured to potentially provide an ancillary revenue stream. Depending on the characteristics of the coal being cleaned, the flow processing time is expected to be in the range of 12 to 18 minutes.

As part of the process to commercialize our technology, on December 31, 2007, we entered into an agreement with our engineering consultant, Benham Companies, LLC ("Benham), a subsidiary of Science Applications International Corporation ("SAIC"). The contract provides for the engineering design, procurement and construction of our initial plant in China and other countries. Benham's design provides for the deployment of standard operational modules, each with annual capacity of 166,000 metric tons, providing the flexibility to be configured in accordance with customers' individual production capacity requirements. Benham's work suggests that our coal cleaning process may be energy self-sufficient, relying upon captured methane and other byproducts to fuel the coal cleaning process.

Our technology has been tested and proven under laboratory conditions, and the results have been studied by Benham, SAIC and certain joint venture candidates. Testing has shown no evidence of coal dusting or other technical concerns that might hinder commercialization.

We believe that our technology has three distinct primary applications: the cleaning of coal for direct use as fuel, the extraction of potentially valuable chemical by-products for commercial sale, and the use of processed coal as a feed stock for gasification and liquefaction (CTL) projects. While we believe each application offers vast potential for commercialization, our market entry strategy is focused on what we believe is our most immediate opportunity, the production of clean coal.

Business Activities and Strategy

The principal element of our current business strategy was to partner with local utilities, power producers or mine owners to build, own and operate the initial facility utilizing our technology. With the signing of a contract with the Inner Mongolian Autonomous Region, we have modified our strategy to one of establishing a Cooperative Joint Venture (CJV), in conjunction with a production contract to provide clean coal (PRISTINE™) as a fuel source

for liquefaction. Upon successful operation and "proof of concept" of our initial facility, we intend to deploy a model whereby we will license our technology to third parties and exact a license fee, as well as a royalty fee, based on plant production.

We also intend to co-locate our facilities with both new and existing coal-burning power plants. The proposed footprint of the facilities is expected to be 15 to 20 acres for small capacity plants, including land for storage of treated or clean coal. We believe that the majority of the plant components are commercially available, and the only significant custom components are related to our proprietary thermal chambers.

As a step towards the construction and operation of an initial facility, on April 23, 2008, we signed an MOU with the Xing'an League Administrative Office of Inner Mongolia Autonomous Region, PRC to explore business opportunities in the Inner Mongolia region of China, subsequently amended on June 11, 2008, when we signed an MOU with Sino-Mongolia International Railroad Systems, Co. Limited of Inner Mongolia Autonomous Region, PRC (SMIRSC). On December 2, 2008, we signed a joint venture agreement with SMIRSC under which we will provide the technology to enhance low-grade coal for a coal liquefaction facility in Inner Mongolia Autonomous Region, PRC. The joint venture company will build an initial plant with an annual capacity of 1.5 million metric tons to supply clean coal for a newly constructed power station. The initial plant is projected to employ 10 of the 166,000 metric ton operating modules, with an allowance for redundancy. Thereafter production is estimated to be increased to a capacity of 80 million metric tons annually, the majority of which will be used as feed stock for coal-to-liquid production. Ground breaking on the plant site is scheduled to take place during the first quarter, 2009, with initial clean coal production estimated to commence within 18 months thereafter. Under the terms of the agreement, SMIRSC will be a 75% partner and appoint 3 directors to the board of the joint venture. We will be a 25% partner and appoint 2 directors to the board. As its contribution to the joint venture, SMIRSC will provide approximately US$ 25 million in capital, land use rights and improvements, coal reserves for feed stock, delivery of raw materials and subsequent distribution of finished products, guaranteed purchase commitments for finished products. We will provide approximately US$ 8.3 million in capital, a license to use our patented clean coal technology and technical supervision and support for the construction, installation and operation of the plant. Each party has committed to contribute a minimum twenty percent (20%) of its share of the capital of the joint venture within 90 days of the completion of a feasibility study, and shall make the remaining capital contributions within 2 years in accordance with the progress of the project. The feasibility study is underway and is expected to be completed by the end of January 2009.

In the longer term, we have been exploring joint venture arrangements and other strategic partnerships with various parties to facilitate the deployment of our technology. We are currently in various stages with several parties, specifically:

- On October 19, 2007, we signed a joint venture agreement with Shanxi Poar Company Ltd. for the development of a facility in Shanxi province, China. The planned scale of this project is to be one million metric tons annually and the facility is expected to cost $100 million. This project is currently under review pending the resolution of several key issues, including the provision of a suitable property, key services and infrastructure provisions, the completion of the required feasibility study, and the commitment of the end users to purchase the clean coal product and its chemical byproducts at the price points originally contemplated.
- On April 16, 2008, we signed an MOU with the Shanghai Huayi Company to determine the applicability of our technology as a complement to Huayi's gasification program and other technologies. In conjunction with the diligence process, engineers from Benham and SAIC have met with the Huayi group. We are continuing our discussions with the Huayi group to determine the effectiveness of our technology in conjunction with Huayi's own gasification technology.
- In May, 2008 we commenced negotiations with a major U.S. utility that burns over 25 million tons of coal annually, and purchases an additional 80 million tons for other utilities. This group has worked closely with Benham in recent months to assess the potential benefits from our technology, and has expressed a desire to support the development of a project utilizing it. Unfortunately, current economic trends have delayed this project, although we continue to jointly evaluate potential avenues for cooperation, and financial and engineering options.

Competitive Strengths

We believe our technology and designs represent the only process that can effectively separate and capture pollution-causing chemicals prior to carbon combustion in a commercially viable manner. Our process differs from competing processes through its ability to maintain the structural integrity of coal during the heating process. This is achieved through a unique design that inserts inert gas into heating chambers, and maintains the inert atmosphere in each chamber. By inserting an inert gas into the chambers, the process allows for rapid heating of the coal and prevents coal combustion and significant coal dusting. Competing technologies have used differing methods of preventing coal combustion and dusting, albeit with limited success. Some of the particular strengths of our process include:

Pollution reduction: By heating coal prior to combustion, we are able to extract volatile matter (pollutants in the form of solidified gases) from the coal in a controlled environment, transforming coal with high levels of impurities, contaminants and other polluting elements into an efficient, clean source of high energy, low polluting fuel. Testing has demonstrated that our process removes a substantial percentage of harmful pollutants, including mercury.

Lower cost of operation: We believe that our process will be a relatively low-cost solution to the reduction of pollution at coal-fired power facilities. Benham, our engineering consulting firm, believes that our coal cleaning process may not require any external energy and can be fully fueled by the methane and other byproducts that the process captures from raw coal. This effective use of byproducts contrasts markedly with emissions scrubbers that generally use a portion of the generated power and have high initial capital and maintenance costs.

Increased flexibility in feedstock: Our process eliminates both the moisture and volatile matter in raw coal, increasing the heat capacity of standard sub-bituminous low-rank raw coal from approximately 8,000 BTUs to an average of 12,500 BTUs. We believe the process can increase heat capacity of lignite raw coal ranging from 4,000-7,000 BTUs to a range of 9,000-10,000 BTUs. As the supply of high-BTU bituminous coal dwindles, our technology may enable coal-fired plants to effectively utilize the much more abundant low-rank coal.

Favorable price arbitrage: Low-rank coal with a heat capacity of 7,000 – 9,000 BTUs currently sells for approximately $10 - $15 per ton, compared to high-BTU bituminous coal with a heat capacity of 10,000+ BTUs, which sells for $90 - $100 per ton, according to U.S. Department of Energy figures published in May 2008. Our process essentially transforms low-grade coal into bituminous coal at a direct cost of an estimated $3 - $4 per ton, capturing the value of higher-grade coal prices.

Potential tax benefits: We believe clean coal production tax credits may potentially be available for coal processed in facilities utilizing our technology. While these credits expired on January 1, 2009, Congress may consider legislation extending the credits.

Competition

The majority of our competitors are focused on increasing the BTU (calorific value) characteristics of coal by removing the inherent moisture contained in coal. Our process not only removes the moisture, but also removes the harmful volatiles and pollutants which we capture as a chemical "soup" that may be further refined by us, or possibly sold directly to chemical manufacturers as a complementary revenue source. Additionally, we believe our process is self-sufficient in that its energy needs may be provided by the process itself, and requires no external energy provisions.

We believe our most direct competition in the reduction of coal emissions comes from companies offering two types of treatments: (i) pre-combustion cleaning designed to remove impurities; (ii) and post-combustion filtering or "scrubbers" designed to filter released gases.

Competitors in the pre-combustion area include Evergreen Energy, Inc. ("Evergreen") and CoalTek, Inc. ("CoalTek"). Evergreen, based in Denver, Colorado, developed a technology primarily focused on reducing the moisture in raw coal to increase its heating capacity. We believe that Evergreen has not successfully overcome challenges from coal dusting and does not appear to have built a commercially viable plant. CoalTek, based in Tucker, Georgia, claims its patent-pending process uses electromagnetic energy to reduce contaminants and moisture in coal prior to combustion. While public information is limited, we believe the amount of energy necessary to run the electromagnetic process may offset any economic benefits of the upgraded coal.

Competitors in the post-combustion area include companies such as Babcock & Wilcox Company (Lynchburg, Virginia) and Foster-Wheeler (Clinton, New Jersey), as well as various smaller companies that produce various kinds of scrubbers. Scrubbers remove particulates and gases from exhaust streams after coal has combusted. These devices are generally expensive to manufacture and install initially, as well as expensive to operate due to power requirements that consume a significant percentage of power output. They may also require frequent and costly maintain due to the corrosive nature of some of the combustion products, and they can generate large amounts of waste.

More indirect competition comes from alternative low-pollution energy sources, including: wind, bio-fuels and solar; all of which need additional technological advancements to be able to produce power at the scale of coal-fueled plants, which today produce 43% of world's electricity according to U.S. Department of Energy figures published in May 2008.

Patents

Our technology is the subject of U.S. patent #6,447,559, "Treatment of Coal" which was issued in 2002 and expires in 2019. We filed a PCT application with this U.S. patent, and, in accordance with this, patents have been applied for in China (essentially, patent-pending). China, like many other countries, maintains a "first-to-file" rule that should provide us with IP protection in advance of the actual patent grant.

Our patent details a process wherein coal is heated to different temperatures in various chambers with controlled low-oxygen atmospheres. There are seals between these chambers, serving to maintain the heat and gas content in each chamber. The invention notes the controlled volitization and removal of moisture and organic volatiles, while maintaining the structural integrity of the coal and reducing the level of disintegration into powder form. The invention also notes the significantly decreased time in treating coal as compared to alternative approaches.

In conjunction with Benham's commercialization design of the original patent, we filed for an additional patent on March 31, 2008. We filed a PCT application with this as well, affording it the same protection as noted above. The March 31, 2008 application details the process of using byproducts to power the process, and details a simpler, vertical factory design with proprietary seals that help preserve the atmosphere of each chamber, compared to a horizontal design in the original filing. This application goes into great detail regarding the byproducts of the coal and their capture.

We expect to file for additional patents as we continue the commercialization of our technology and factory design. We intend to continue to seek worldwide protection for all our technology. The following table provides a summary of our technology to date.

Description of Patent	U.S. or Foreign Patent Appln/Serial No.	Issue Date or Date Filed	Brief Description/Purpose
Process for treating coal to enhance its rank.	Issued US 6,447,559	09/10/2002	The process reduces the time, capitalization, and production costs required to produce coal of enhanced rank, thus substantially increasing the cost effectiveness and production rate over prior processes.
Continuation patent application directed to process for treating coal to enhance its rank.	Pending US 11/344,179	02/01/2006	Continuation of parent USP 6,447,559 – seeking broader protection
	Pending in China 818174.8	11/02/2000	Counterpart to '559 US patent
	Pending in Canada 2,389,970	11/02/2000	Counterpart to '559 US patent
	Pending in EPO 992027.3	11/02/2000	Counterpart to '559 US patent
	Pending in Indonesia W-00200201274	11/02/2000	Counterpart to '559 US patent
	Pending in Hong Kong 3107833.3	10/30/2003	Counterpart to '559 US patent
Coal Enhancement Process	Pending PCT/US2008 International application designating all countries	4/15/08	Improved process for increasing rank of biomass which reduces the time, capitalization, and production costs required to produce coal of enhanced rank, thus substantially increasing the cost effectiveness and production rate over prior processes.

Governmental Regulations

Environmental Regulation Affecting our Potential Market

We believe that existing and proposed legislation and regulations could impact fossil fuel-fired, and specifically coal-fired, power generating facilities nationally and internationally. According to the U.S. Environmental Protection Agency, or EPA, power generation emits substantial levels of sulfur dioxide, nitrogen oxides, mercury and carbon dioxide into the environment. Regulation of these emissions can affect the potential market for coal processed using our technology by imposing limits and caps on fossil fuel emissions. The most significant, existing national legislation and regulations affecting our potential market include the Clean Air Act, the Clean Air Interstate Rule and the Clean Air Mercury Rule, which are described further below.

State and regional policies may also impact our market. The Regional Greenhouse Gas Initiative requires reduction in carbon dioxide emissions from electric generating units, beginning in January 2009 in 10 northeastern states. The state of California has adopted a stringent greenhouse gas policy that will affect coal-fired electricity generated in and imported into the state. And the Western Climate Initiative, a coalition of 7 western states, is working on a regional, economy-wide greenhouse gas reduction program. Additionally, states are implementing emission reduction policies more stringent than national policy, such as, requiring more stringent mercury reduction than the EPA's Clean Air Mercury Rule and Renewable Portfolio Standards requiring robust renewable electricity generation.

The following briefly describes the most significant existing national laws and regulations affecting the potential market for coal processed using our technology.

The Clean Air Act and Acid Rain Program. The Clean Air Act of 1970, as amended, is currently the primary mechanism for regulating emissions of sulfur dioxide and nitrogen oxide from coal-fired power generating facilities. A key component of the act regulates sulfur dioxide and nitrogen oxide emissions. Specifically, title IV set a goal of reducing sulfur dioxide emissions by 10 million tons below 1980 levels and imposed a two-phased tightening of restrictions on fossil fuel-fired power plants. Phase I began in 1995 and focused primarily on coal-burning electric utility plants in the east and midwest. In 2000, Phase II began and this phase tightened the annual emissions' limits on larger higher emitting plants and set restrictions on smaller, cleaner plants fired by coal, oil, and gas. The Acid Rain Program calls for a 2 million ton reduction in nitrogen oxide emission and focuses on one set of sources that emit nitrogen oxide: coal-fired electric utility boilers. Beginning in January 2000, nitrogen oxide emissions are to be reduced 900,000 tons per year beyond the 1.2 million per year reduction set by the EPA in 1995.

Clean Air Interstate Rule. The Clean Air Interstate Rule was finalized by the EPA in March 2005. Once fully implemented, this rule will reduce sulfur dioxide emissions in 28 states and the District of Columbia by more than 70% and nitrogen oxide emissions by more than 60% from the 2003 levels. Through the use of a cap-and-trade approach, the rule promises to achieve substantial reduction of sulfur dioxide and nitrogen oxide emissions. Reductions of nitrogen oxide emissions begin in January 2009, followed by reductions of sulfur dioxide emissions in January 2010. The program will be fully implemented by January 2015.

Clean Air Mercury Rule. The U.S. Environmental Protection Agency, or EPA, finalized the Clean Air Mercury Rule, or CAMR, on March 15, 2005 to reduce mercury emissions from coal-fired power plants. Phase 1 of CAMR was set to go into effect on January 1, 2010. However, on February 8, 2008, the U.S. Circuit Court of Appeals for the District of Columbia vacated the rule, requiring EPA to draft a new regulation. As a result of this ruling, it is likely that individual coal-fired boilers and power plants will be held to stringent levels of mercury emission reductions instead of averaging mercury emissions across multiple plants and across the country.

Environmental Regulation Affecting the Construction and Operation of Plants Using our Technology

In the United States, future production plants using our technology will require numerous permits, approvals and certificates from appropriate federal, state and local governmental agencies before construction of each facility can begin and will be required to comply with applicable environmental laws and regulations (including obtaining operating permits) once facilities begin production. The most significant types of permits that are typically required for commercial production facilities include an operating and construction permit under the Clean Air Act, a wastewater discharge permit under the Clean Water Act, and a treatment, storage and disposal permit under the Resource Conservation and Recovery Act. Some federal programs have delegated regulatory authority to the states and, as a result, facilities may be required to secure state permits. Finally, the construction of new facilities may require review under the National Environmental Policy Act, or a state equivalent, which requires analysis of environmental impacts and, potentially, the implementation of measures to avoid or minimize these environmental impacts.

Any international plants will also be subject to various permitting and operational regulations specific to each country. International initiatives, such as the Kyoto Protocol, are expected to create increasing pressures on the electric power generation industry on a world-wide basis to reduce emissions of various pollutants, which management expects will create additional demand for our technology.

In 2004, Congress passed tax credits for refined coal within the American Jobs Creation Act. To qualify for the tax credit, the refined coal must realize a reduction of at least 20% in nitrogen oxide emissions and at least 20% in either sulfur dioxide or mercury emissions and have an increase in market value over the comparable coal of at least 50%. Based upon our testing to date, we believe coal processed using our technology can meet these requirements and that plants using our technology may be eligible for the credit if it is extended by Congress beyond the original January 1, 2009 expiration.

Research and Development

We have spent approximately $224,000 during the first 9 months of fiscal 2008 on research development, and $4,100 during the fiscal year ended December 31, 2007. Research and development activities since inception have included the development of the original patented process and subsequent refinements as well as costs for coal tests that have been conducted on a wide range of international and domestic samples. Our current projection for research and development expenses for fiscal 2009 is approximately $500,000, which is primarily allocated for software development and further refinements associated with our proposed commercialization of our initial product design. If funding is available, we may also continue to evaluate complementary technologies that we believe will further strengthen the appeal of our overall product offerings. These complementary technologies may include carbon dioxide (CO2) capture and sequestration, clean water initiatives, and alternative uses for our technology within the bio-mass market segment.

Employees

At December 31, 2008, we have one full-time officer, our CEO and President Douglas Hague, and one full-time employee. Mr. Hague has a written employment agreement and our other employee is at-will.

ITEM 1A. RISK FACTORS

We have no operating revenues yet and we have made no provision for any contingency, unexpected expenses or increases in costs that may arise.

We are a development stage company and have no revenues from operations to use for operating expenses or research and development. Since inception, we have been able to cover our operating losses from debt and equity financing. We cannot assure you, however, that these sources of funds will be available to cover future operating losses. If we are not able to obtain adequate sources of funds to operate our business we may not be able to continue as a going concern.

Our business strategy and plans could be adversely affected in the event we need additional financing and are unable to obtain such funding when needed. It is possible that our available funds may not be sufficient to meet our operating expenses, development plans, and capital expenditures for the next twelve months. Insufficient funds may prevent us from implementing our business strategy or may require us to delay, scale back or eliminate certain opportunities for the commercialization of our technology. If we cannot obtain necessary funding, then we may be forced to cease operations.

We may experience delays in resolving unexpected technical issues arising in completing development of new technology that will increase development costs and postpone anticipated sales and revenues.

As we develop, refine and implement our technology, we may have to solve technical, manufacturing and/or equipment-related issues. Some of these issues are ones that we cannot anticipate because the technology we are developing is new. If we must revise existing manufacturing processes or order specialized equipment to address

a particular issue, we may not meet our projected timetable for bringing commercial operations on line. Such delays may interfere with our projected operating schedules, delay our receipt of licensing and royalty revenues from operations and decrease royalties from operations.

Because we have limited experience, we may be unable to successfully manage planned growth as we complete the transition from a technology development company to a licensing company.

We have limited experience in the commercial marketing arena, limited sales and marketing experience, and limited staff and support systems, especially compared to competitors in the energy industry. In order to become profitable through the commercialization of our technology, it must be cost-effective and economical to implement on a commercial scale. Furthermore, if our technology does not achieve, or if it is unable to maintain, market acceptance or regulatory approval, we may not be profitable.

Our success depends, in part, on our ability to license and market our technology effectively. We have limited marketing and sales capabilities. Although we may hire consultants to assist us in this transition period, we cannot assure you that we will properly ascertain or assess any and all risks inherent in the industry. We may not be successful in entering into new licensing arrangements, engaging independent sales representatives or partners, or recruiting, training and retaining an internal marketing staff and sales force, if necessary. If we are unable to meet the challenges posed by our planned licensing and sales growth, our business may fail.

The market in which we are attempting to sell our technology is highly competitive.

The market for our technology is highly competitive on a global basis, with a number of competitors having significantly greater resources and more established market penetration than us. Because of greater resources and more widely accepted brand names, many of our competitors may be able to adapt more quickly to changes in the markets we have targeted or devote greater resources to the development and sale of new technology products. Our ability to compete is dependent on our emerging technology which may take some time to develop market acceptance. To improve our competitive position, we may need to make significant ongoing investments in service and support, marketing, sales, research and development and intellectual property protection. We cannot assure you that we will have sufficient resources to continue to make such investments or that we will be able to secure a competitive position within the market we target.

Our business depends on the protection of our patents and other intellectual property and may suffer if we are unable to adequately protect such intellectual property.

Our success and ability to compete are substantially dependent upon our intellectual property. We rely on patent laws, trade secret protection and confidentiality or license agreements with our employees, consultants, strategic partners and others to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may be inadequate. There are events that are outside of our control that pose a threat to our intellectual property rights as well as to our products and services. For example, effective intellectual property protection may not be available in every country in which we license our technology. Also, the efforts we have taken to protect our proprietary rights may not be sufficient or effective. Any impairment of our intellectual property rights could harm our business and our ability to compete. Also, protecting our intellectual property rights is costly and time consuming. Any increase in the unauthorized use of our intellectual property could make it more expensive to do business and harm our operating results. In addition, other parties may independently develop similar or competing technologies designed around any patents that may be issued to us.

We have been granted one U.S. patent and have several U.S. patent applications pending relating to certain aspects of our technology and we may seek additional patents on future innovations. Our ability to license our technology is substantially dependent on the validity and enforcement of these patents and patents pending. We cannot assure you that our patents will not be invalidated, circumvented or challenged, that patents will be issued for our patents pending, that the rights granted under the patents will provide us competitive advantages or that our current and future patent applications will be granted.

Third parties may invalidate our patents

Third parties may seek to challenge, invalidate, circumvent or render unenforceable any patents or proprietary rights owned by or licensed to us based on, among other things:

- subsequently discovered prior art;
- lack of entitlement to the priority of an earlier, related application; or
- failure to comply with the written description, best mode, enablement or other applicable requirements.

United States patent law requires that a patent must disclose the "best mode" of creating and using the invention covered by a patent. If the inventor of a patent knows of a better way, or "best mode," to create the invention and fails to disclose it, that failure could result in the loss of patent rights. Our decision to protect certain elements of our proprietary technologies as trade secrets and to not disclose such technologies in patent applications, may serve as a basis for third parties to challenge and ultimately invalidate certain of our related patents based on a failure to disclose the best mode of creating and using the invention claimed in the applicable patent. If a third party is successful in challenging the validity of our patents, our inability to enforce our intellectual property rights could seriously harm our business.

We may be liable for infringing the intellectual property rights of others.

Our technology may be the subject of claims of intellectual property infringement in the future. Our technology may not be able to withstand any third-party claims or rights against their use. Any intellectual property claims, with or without merit, could be time-consuming, expensive to litigate or settle, could divert resources and attention and could require us to obtain a license to use the intellectual property of third parties. We may be unable to obtain licenses from these third parties on favorable terms, if at all. Even if a license is available, we may have to pay substantial royalties to obtain it. If we cannot defend such claims or obtain necessary licenses on reasonable terms, we may be precluded from offering most or all of technology and our business and results of operations will be adversely affected.

Our ability to execute our business plan would be harmed if we are unable to retain or attract key personnel.

Our technology is being marketed by a small number of the members of our management. Our technology is being developed and refined by a small number of technical consultants. Our future success depends, to a significant extent, upon our ability to retain and attract the services of these and other key personnel. The loss of the services of one or more members of our management team or our technical consultants could hinder our ability to effectively manage our business and implement our growth strategies. Finding suitable replacements could be difficult, and competition for such personnel of similar experience is intense. We do not carry key person insurance on our sole officer.

Overseas development of our business is subject to international risks, which could adversely affect our ability to license profitable overseas plants.

We believe a significant portion of the growth opportunity for our business lies outside the United States. Doing business in foreign countries may expose us to many risks that are not present domestically. We lack significant experience dealing with such risks, including political, military, privatization, technology piracy, currency exchange and repatriation risks, and higher credit risks associated with customers. In addition, it may be more difficult for us to enforce legal obligations in foreign countries, and we may be at a disadvantage in any legal proceeding within the local jurisdiction. Local laws may also limit our ability to hold a majority interest in the projects that we develop.

We do not know if coal processed using our technology is commercially viable.

We do not yet know whether coal processed using our technology can be produced and sold on a commercial basis in a cost effective manner after taking into account the cost of the feedstock, processing costs,

license and royalty fees and the costs of transportation. Because we have not experienced any full scale commercial operations, we have not yet developed a guaranteed efficient cost structure. We are currently using the estimates for anticipated pricing and costs, as well as the qualities of the coal processed in the laboratory setting to make such estimates. We may experience technical problems that could make the processed coal more expensive than anticipated. Failure to address both known and unforeseen technical challenges may materially and adversely affect our business, results of operations and financial condition.

We need immediate financing to meet our current obligations for facilities construction.

On December 2, 2008, we entered into a Cooperative Joint Venture agreement with the Sino-Mongolian International Railroad Systems Co., Ltd., which will be called the Sino-Mongolian International Investment Co. Ltd. The joint venture agreement will provide for the deployment of our technology into Inner Mongolia to form the foundation for a coal-to-fuel project that will initially scale to 80 million metric tons per year, and thereafter be increased to 1.0 billion metric tons. To meet our obligations under the JV agreement, upon completion of a feasibility study already underway, we are required to obtain substantial amounts of financing ($1,670,000 for our initial registered capital contribution, with a balance of $6,630,000 payable after 24 months from the completion of the feasibility study). There can be no assurance that such financing will be available to us. Inability to construct the facility or to finance the construction thereof on acceptable terms, will adversely affect our financial condition.

Construction of future facilities will require substantial lead time and significant additional financing.

We do not have any definitive contracts to construct future facilities. To the extent that we have secured joint venture or partnership agreements and identified appropriate sites for future facilities or agreed with utilities or other businesses to construct such facilities, we are required to begin a lengthy permitting and construction process. We estimate that it could take at least six months or longer to obtain necessary permits and approvals and that, depending on local circumstances, the required time could be much longer. Thereafter, construction of a facility with a capacity of approximately 80 million tons of processed coal per year will take an estimated period of 18 to 24 months. For plant construction, we could expect to incur construction expenses well in advance of any revenues and would be required to secure relatively long term financing for such construction, which financing may not be available to us.

Any negative results from the continuing evaluation of our technology or processed coal produced at future facility sites could have a material adverse effect on the marketability of our technology and future prospects.

We are continuing to evaluate the attributes of coal processed using our technology on a laboratory scale. There can be no assurance that these evaluations will result in positive findings concerning the moisture content, heat value, emission-levels, burn qualities or other aspects of our processed coal. Furthermore, even if current evaluations indicate that our processed coal performs to design specifications, there can be no assurance that later tests or larger scale processing will confirm these current results or that the processed coal will be readily accepted by the market. The process of introducing our technology into the market may be further delayed if these test results are negative or if potential licensees conduct their own tests of the processed coal to determine whether it meets their individual requirements and the results are not acceptable. We have conducted numerous tests of our technology using a variety of feed stocks in our laboratories. The ability to use feed stocks from other locations in the United States or overseas will depend on the results of future tests on different types of coal. If these tests limit the range of viable low-grade coal feed stocks for use in our process, site locations for future plants may be limited and the commercial appeal of the process may be less than anticipated. If this continuing process of evaluation and market introduction results in negative findings concerning our process, it could have a material adverse effect on the marketability of our technology and on our financial condition, results of operations and future prospects.

Due to the uncertain commercial acceptance of coal processed using our technology we may not be able to realize significant licensing revenues.

While we believe that a commercial market is developing both domestically and internationally for cleaner coal products such as coal processed using our technology, we may face the following risks due to the developing market for cleaner coal technology:

- limited pricing information;
- changes in the price differential between low- and high-Btu coal;
- unknown costs and methods of transportation to bring processed coal to market;
- alternative fuel supplies available at a lower price;
- the cost and availability of emissions-reducing equipment or competing technologies; and
- a decline in energy prices which could make processed coal less price competitive.

If we are unable to develop markets for our processed coal, our ability to generate revenues and profits will be negatively impacted.

If we are unable to successfully construct and commercialize production plants, our ability to generate profits from our technology will be impaired.

Our future success depends on our ability to secure partners to locate, develop and construct future commercial production plants and operate them at a profit. A number of different variables, risks and uncertainties affect such commercialization including:

- the complex, lengthy and costly regulatory permit and approval process;
- local opposition to development of projects, which can increase cost and delay timelines;
- increases in construction costs such as for contractors, workers and raw materials;
- transportation costs and availability of transportation;
- the inability to acquire adequate amounts of low rank feedstock coal at forecasted prices to meet projected goals;
- engineering, operational and technical difficulties; and
- possible price fluctuations of low-Btu coal which could impact profitability.

If we are unable to successfully address these risks, our results from operations, financial condition and cash flows may be adversely affected.

Future changes in the law may adversely affect our ability to sell our products and services.

A significant factor in expanding the potential U.S. market for coal processed using our technology is the numerous federal, state and local environmental regulations, which provide various air emission requirements for power generating facilities and industrial coal users. We believe that the use of clean-burning fuel technologies such as ours will help utility companies comply with the air emission regulations and limitations. However, we are unable to predict future regulatory changes and their impact on the demand for our technology. While more stringent laws and regulations, including mercury emission standards, limits on sulfur dioxide emissions and nitrogen oxide emissions, may increase demand for our technology, such regulations may result in reduced coal use and increased reliance on alternative fuel sources. Similarly, amendments to the numerous federal and state environmental regulations that relax emission limitations would have a material adverse effect on our prospects.

Item 2. Financial Information

This discussion and analysis contains statements of a forward-looking nature relating to future events or our future financial performance or financial condition. Such statements are only predictions and the actual events or results may differ materially from the results discussed in or implied by the forward-looking statements. The historical results set forth in this discussion and analysis are not necessarily indicative of trends with respect to any actual or projected future financial performance. This discussion and analysis should be read in conjunction with the financial statements and the related notes thereto included elsewhere in this report.

SELECTED FINANCIAL DATA

The following selected financial data should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this report. The selected balance sheet data as of December 31, 2007 and 2006 and the selected statements of expenses data for the years ended December 31, 2007 and 2006 have been derived from our audited financial statements, which are included elsewhere in this report. Balance sheet data at December 31, 2003, 2004 and 2005 and statements of expenses data for the years ended December 31, 2003 and 2004 have not been included because the Company was dormant during those periods. The unaudited selected balance sheet dated as of September 30, 2008 and 2007 and the selected statement of expenses data for the nine months ended September 30, 2008 have been derived from our unaudited financial statements included elsewhere in this report. Historical results are not necessarily indicative of the results to be expected in the future.

	Years Ended December 31,		Nine Months Ended September 30,	
	2007	2006	2008	2007
Statements of Expenses Data:				
Expenses:				
General and administrative	$ 343,388	$ 7,835	$ 378,697	$ 160,011
Research and development	4,120	-	223,925	-
Consulting services	38,735,417	9,263	92,928,354	347,524
Loss from operations	(39,082,925)	(17,098)	(93,530,976)	(507,535)
Other expenses	(49,686)	(6,261)	(52,969)	(4,696)
Net loss	$ (39,132,611)	$ (23,359)	$ (93,583,954)	$ (512,231)
Basic net loss per share	$ (0.17)	$ (0.00)	$ (0.23)	$ (0.00)
Weighted average number of shares outstanding	232,908,707	136,797,236	413,799,076	162,239,776

	December 31,		September 30,
	2007	2006	2008
Condensed Balance Sheet Data:			
Cash and cash equivalents	$ 1,730	$ -	$ 15,322
Total current assets	7,699	-	22,559
Total assets	12,699	-	28,578
Total liabilities	1,043,072	238,251	2,182,488
Total stockholders' deficit	$ (1,030,373)	$ (238,251)	$ (2,153,901)

Factors Affecting Results of Operations

Our operating expenses include the following:

- Consulting expenses, which consist primarily of amounts paid for technology development and design and engineering services;
- General and administrative expenses, which consist primarily of salaries, commissions and related benefits paid to our employees, as well as office and travel expenses;
- Research and development expenses, which consist primarily of equipment and materials used in the development and testing of our technology; and
- Legal and professional expenses, which consist primarily of amounts paid for audit, disclosure and reporting services.

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following information should be read in conjunction with the financial statements and notes appearing elsewhere in this Form 10. We are a development stage company and have had no revenues for the years ended December 31, 2007 and 2006, and no revenues from inception. We anticipate that we may not receive any significant revenues from operations until we begin to receive some revenues from our partnership share in our Chinese joint venture which we estimate will be approximately twenty-four months.

For the Years Ended December 31, 2007 and 2006

Operating Expenses

Our operating expenses for the year ended December 31, 2007 totaled $39,082,925, compared to $17,098 for the prior year. The primary component of our 2007 expense and the increase over the prior year was shares issued for services. Of the total expenses, $29,726,000 was recorded as an expense for the share-based compensation of 7,640,000 common shares issued to our directors as an incentive to serve on the board and to related parties for services, as well as an additional $8,445,127 in expense for share-based compensation to our CEO and president with the remaining expense attributable to common shares to unrelated third party consultants for services.

Other than the expense recorded for stock compensation in 2007, expenses consisted of $844,917 in consulting expenses, legal and professional expenses of $169,124, salary and payroll expenses of $19,132 and travel expenses of $188,658. Of the consulting expenses, $688,452 was for related party consultants and $156,456 was for unrelated third party consultants. In the same period in fiscal 2006, our expenses were $17,098 for general operating and travel expenses.

Net Loss

For the year ended December 31, 2007, including the expense recorded for the stock issued for services detailed above, we experienced a $39,132,611 net loss compared to a $23,359 net loss for the prior year. Excluding the expense related to the shares issued for services, losses increased in the 2007 fiscal year because we had virtually no operations for fiscal 2006. For the year ended December 31, 2007, in addition to the operating expenses outlined above, we had $8,329 in interest expenses, primarily for interest on loans, and $41,357 in a loss on the extinguishment of an unsecured promissory note outstanding since 2000 (see Note 5 to the audited financial statements). In the prior year, we had $6,261 in interest expenses related to loans.

Since inception, we have incurred net losses totaling $40,645,861 due primarily to the issuance of stock for services plus interest expense on loans and the extinguishment of debt.

For the Nine Months Ended September 30, 2008 and 2007

Revenues

We have had no revenues for the nine months ended September 30, 2008 and 2007 and do not anticipate any significant revenues for approximately twenty-four months, as stated above.

Operating Expenses

Our operating expenses for the nine months ended September 30, 2008 totaled $93,530,976, compared to $507,535 for the same period in the prior year. The primary component of the operating expenses and the increase over the prior year period was for shares issued for services. We recorded stock-based compensation to our CEO and president of $38,566,079, expense for shares granted to McGovern Capital, LLC, an unrelated third party consultant, for business consulting services valued at $37,173,413, and $15,128,916 in expense recorded for the grant of warrants to Cappello Capital Corporation for strategic advisory services.

Other than the expense recorded for stock compensation in 2008, expenses consisted of $739,862 in consulting expenses, legal and professional expenses of $88,084, salary and payroll expenses of $214,967 and travel expenses of $57,733. Of the consulting expenses, $445,000 was for related party consultant services and $294,862 was for unrelated third party consultants. In the same period in fiscal 2007, our expenses were mainly $347,524 in consulting expenses and legal and professional expenses and travel expenses of $87,826.

Net Loss

For the nine months ended September 30, 2008 we experienced a $93,583,954 net loss compared to a $512,231 net loss for the prior year period. Losses increased in the current fiscal year in part because we had more than the only minimal operations for most of the prior year. However, the most significant increase is due to the recording of share-based compensation detailed above.

For the nine months ended September 30, 2008, in addition to the operating expenses outlined above, we had $52,969 in interest expenses, primarily for interest on loans. In the prior year period, we had $4,696 in interest expenses related to loans.

We anticipate losses from operations will increase somewhat during the next twelve months due to anticipated increases payroll expenses as we add necessary staff and increases in legal and accounting expenses associated with becoming a reporting company. We expect that we will continue to have net losses from operations for several years until revenues from operating facilities become sufficient to offset operating expenses.

Liquidity and Capital Resources

We have had no revenues since inception. We have obtained cash for research and development activities and operating expenses through advances and/or loans from affiliates and stockholders. Our technology has not yet been installed in an operating commercial facility and we anticipate it will be a minimum of 12 to 15 months until the first operational plant to be constructed with the Sino-Mongolia International Railroad Systems, Co. Limited of Inner Mongolia Autonomous Region, PRC (SMIRSC), our Chinese joint venture partner, is completed. Once the plant is completed and fully operational, we should begin to receive our 25% partnership share of some revenues from plant operations but we cannot predict exactly when those revenues will start.

Net Cash Used By Operating Activities. Our primary sources of operating cash during the nine months ended September 30, 2008 was from loans from related parties. Our primary uses of funds in operations were payments made to our consultants and employees, as well as travel and office expenses. Net cash used by operating activities was $89,350 for the nine months ended September 30, 2008 compared to $292,223 for the same period in 2007. The decrease in cash used in operating activities in 2008 is primarily due to increases in accounts payable to a related party and accounts payable, as well a smaller increase in accrued expenses. Non-cash items include $38,566,079 in share-based compensation to our chief executive officer, grant of shares valued at $37,173,413 for McGovern Capital, LLC, $15,128,916 in expense recorded for the grant of warrants to Cappello Capital Corporations, and $1,592,000 in additional shares issued for services. Net cash used in operating activities since inception totaled $1,794,914.

Net Cash Used In Investing Activities. Net cash used in investing activities was $1,019 for the nine months ended September 30, 2008 and $0 for the same period in 2007. Since inception, cash used in investing activities has totaled $11,339. Our primary use of investing cash since inception has been for the purchase of fixed assets and a deposit.

Net Cash Provided by Financing Activities. During the nine months ended September 30, 2008, cash flows provided by financing activities totaled $103,961 from a related party loan. For the prior year period, cash flows provided by financing activities were $301,000 in advances from related parties. Since inception, cash flow from financing activities totals $1,821,575 in loans and advances from related parties.

Cash Position and Outstanding Indebtedness

Our total indebtedness at September 30, 2008 was $2,182,488, including current liabilities of $1,140,637 and debt from related parties of $1,041,851. Current liabilities consist primarily of accounts payable, accounts payable to related parties, advances from related parties and accrued expenses. At September 30, 2008, we had current assets of $15,322 in cash and $7,237 in prepaid expenses. We have property, plant and equipment (net of accumulated depreciation) of $1,019 and a $5,000 deposit.

Contractual Obligations and Commitments

The following table summarizes our contractual cash obligations and other commercial commitments at September 30, 2008.

	Payments due by period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	After 5 years
Facility lease [1]	$ 61,680	$ 37,008	$ 24,672	$ -	$ -
SMIRSC contract [2]	8,333,000	1,670,000	6,660,000	-	-
Total contractual cash obligations	$ 8,394,680	$ 1,707,008	$ 6,684,672	$ -	$ -

(1) Our lease term runs until May 31, 2010, at a minimum monthly rate of $3,084 per month for approximately 1,450 square feet.
(2) In December 2007, we signed a JV agreement with SMIRSC that requires us to make an initial payment of $1,670,000 for our initial registered capital contribution within 90 days after the completion of a feasibility study, with a balance of $6,660,000 payable after 24 months from the completion of the study. Although we do not yet have a date certain for the study to be finished, we believe it will be completed prior to January 31, 2009.

Based on our current operational costs, we will need approximately $2,200,000 to fund our operations for the next 12 months, and a similar additional amount to continue operations for the following twelve months, or until the initial plant is up and running. We are also contractually required to provide approximately $1,670,000, representing the first 20% of our partnership contribution, within ninety days of the completion of a feasibility study which we estimate will be finished not later than January 31, 2009. The remaining portion of our funding for the joint venture will be due within twenty-four months of the study's conclusion. Accordingly, we estimate we need to raise total capital of approximately $5,000,000 for each year of the next two years in order to meet our funding commitments and continue operations.

At this filing date, we do not have firm commitments for funding but intend to seek sufficient debt or equity funding to meet both our capital contribution deadlines and funding sufficient for our operations. We also intend to seek partnership or license arrangements in order to begin construction of other facilities. Our engineering consultant, Benham Companies, LLC ("Benham) has tentatively estimated construction costs for each one million metric ton coal cleaning facility of approximately $100 million (excluding land costs). We are in discussions with several interested parties who may fund some or all of the estimated costs but have no definitive agreements in place.

Under the terms of our consulting agreement with Benham, we are obligated to pay to Benham a fee representing five percent of all gross revenues received by us from the sale of our technology, the operation of

franchised plants utilizing the technology or revenue received on any other basis that is related to the technology. This fee will remain in effect for a period of 15 years, commencing from the date that we receive our initial revenue stream from the Chinese operations.

SMIRSC recently provided us with documentation supporting its financial viability through an $8 billion line of credit with the state-owned China Development Bank. However, the economic situation in China has deteriorated with the general decline in the world marketplace. While we believe this project is of particular importance to both SMIRSC and the Chinese government, any change in SMIRSC's ability to meet its funding obligations would place the whole project in serious jeopardy.

Off-Balance Sheet Arrangements

We have not and do not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of establishing off-balance sheet arrangements or other contractually narrow or limited purposes. Therefore, we do not believe we are exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in such relationships.

Item 3. Properties

We lease office space at 12518 W. Atlantic Blvd, Coral Springs, Florida 33071, our executive office. The lease term runs until May 31, 2010, at a monthly rate of approximately $3,200 per month for approximately 1,450 square feet. We believe this space is adequate for our immediate needs.

Item 4. Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information, to the best of the Company's knowledge, as of September 30, 2008, with respect to each person known by the Company to own beneficially more than 5% of the 409,190,980 shares of our issued and outstanding common stock, as well as the beneficial ownership of each director and officer and all directors and officers as a group.

Name and Address of Beneficial Owner	**Amount and Nature of Beneficial Ownership**	**Percent of Class [1]**
Larry Hunt 1761 NW 127th Way Coral Springs, FL 33071	69,944,950[2]	17.09 %

Officers and Directors	**Amount and Nature of Beneficial Ownership**	**Percent of Class [1]**
Douglas Hague, CEO, President, Director	6,250,000	1.53 %
Edward Jennings, Director	1,700,000	0.42 %
Jay Lasner, Director	14,750,000[3]	3.60 %
Mitch Shapiro, Director	950,000	0.20 %
Stewart Ashton, Director	1,100,000	0.26 %
Richard Young, Director	1,500,000[4]	0.36 %
All directors and officers as a group (6 persons)	26,250,000	6.42 %

(1) Based upon 409,190,980 shares of common stock outstanding on September 30, 2008.
(2) Includes 25,690,350 shares held by spouse and 664,000 shares held by minor children.
(3) Held by Diatom Energy, an entity of which Mr. Lasner is controlling principal.
(4) Held by the Young Family Trust of which Mr. Young is trustee.

Item 5. Directors and Executive Officers

The executive officers and directors of the Company are as follows:

Name	Age	Position
Douglas Hague	62	CEO, President, Director
Edward Jennings	71	Chairman of the Board
Jay Lasner	53	Director
Mitch Shapiro	58	Director
Stewart Ashton	54	Director
Richard Young	63	Director, Secretary

Certain biographical information with respect to our officers and directors is set forth below.

Douglas Hague has been CEO and President since January, 2008. Before joining the Company, from 2001 to 2007, Mr. Hague was Corporate Vice President for SAIC (Science Applications International Corp.) where he was responsible for developing and directing the company's international strategy and business development efforts, including SAIC's entry initiatives for the China and India markets. He has also held senior management positions in marketing, sales, consulting and professional services organizations over a career of over 30 years, encompassing a similar number of countries. Previous engagements include clients within the Energy, Financial, Government, and Manufacturing segments within both the private and public sectors. From 1997 to 2001 Mr. Hague was Vice President & General Manager for Xerox, and Xerox Connect's industry consulting operations for international developing markets, and the US respectively. From 1994 to 1997 was Managing Principal for Unisys Corporation responsible for consulting and outsourcing services in Latin America, Eastern Europe, Africa, and the Pacific Rim. He has travelled extensively and has an excellent appreciation of business and social practices associated with his work in over 25 countries, including China which he first visited in 1986. Mr. Hague has also developed and facilitated leadership training and management courses, and has been a frequent guest speaker at numerous conferences and industry events. He holds the equivalent of a Bachelor of Science Degree in Business Administration from GPO College, Zimbabwe (formerly Rhodesia), and City & Guilds, London.

Dr. Edward Jennings is currently the Chairman of the Board for the Company. He was previously President Emeritus and Professor of Finance at Ohio State University. For the past five years, Dr. Jennings has managed his own investments and acted as a private business consultant. Dr. Jennings was engaged in several university leadership assignments including President, Ohio State University, 1981-1990; President, University of Wyoming, 1979-1981; and Vice President of Finance and University Studies, University of Iowa, 1976-1979. He has had faculty assignments at the University of Iowa, University of Dar Es Salaam, and the University of Hawaii. Dr. Jennings has been widely published in major academic journals and is the co-author of a basic investment textbook now in its fourth printing. He has traveled extensively in the Far East, Europe, and Africa on various trade missions, and assisted in the development of academic ties with numerous international universities. Education: University of North Carolina, BS in Industrial Management; Case Western Reserve University, MBA in Finance; University of Michigan, Ph.D. in Finance.

Jay Lasner is a Board Certified Anesthesiologist and Pain Management specialist and a co-founder of the largest physician pain management group practice in South Florida. He has been co-Medical Director and Vice President of the practice since its founding in 1996. Dr. Lasner has been chosen by his peers as one of the top physicians in Florida and is frequently cited by National rating organizations as a top physician in his specialty. As a former US Navy officer, Flight Surgeon and physician, Dr. Lasner brings critical analytical and leadership skills. In addition to clinical practice, he has been involved in healthcare business for over twenty years, beginning as a General Partner in a series of durable medical equipment physician limited partnerships in California. More recent projects include his involvement as advisor and investor in several regional venture funds. He is currently a principal and Board member of a leading private comprehensive crew education, training and licensing company in the luxury mega-yacht industry. Dr. Lasner has traveled extensively and practiced medicine in a number of developing countries throughout the world and knows firsthand the environmental, health and economic ramifications of sub-optimal energy resources. He has a keen interest in developing technologies that will benefit the environment and

the human condition. Over the past ten years he has been involved with several domestic energy projects with coal and natural gas in support of developing cleaner fuels. He is also involved with projects to bring pollution-free home coal stoves to developing countries. These projects have the potential for significant positive impact on deforestation, indoor air pollution, maternal and child health, as well as social and economic wellness. Dr. Lasner holds degrees, with honors, from Franklin and Marshall College, Lancaster, PA (BA, Anthropology and Biology, 1977, Phi Beta Kappa) and Jefferson Medical College, Philadelphia, PA (MD, 1981, Alpha Omega Alpha).

Mitchell Shapiro served as Dean of the School of Business at the University of Indianapolis, Indianapolis, Indiana since 2004. From 1999-2004, Mr. Shapiro worked for First Insight Value Acceleration Services, Cincinnati, Ohio, a business consulting firm. From 2002 to 2004, he was a board member of OMERIS, Columbus, Ohio, an entity responsible for enhancing Ohio's global leadership position in life sciences, biotech, medical devices, pharmaceuticals and healthcare. From 1996 to 2004, Mr. Shapiro was a principal and board director for Arexis Pharmaceuticals and OralTech, Inc., Cincinnati , Ohio. From 2000 to 2001, he also served as President and Vice Chairman of Molecular Robotics, Inc., Los Angeles, California, a nano technology commercialization company. From 1996 to1999, he was Managing Director of Generic Trading/Carlin Equities, Cincinnati, Ohio. From 1992 to1995, he worked for Neuromedical Systems, Inc. From 1986 to 1996, he was President of T-Shirt City, Inc., Cincinnati, Ohio, and from 1984 to1986, he was President of The Galt Group, Inc. Cincinnati, Ohio. He has held positions as Associate Professor of Management and Director of the Master of Business Administration Program at Northern Kentucky University as well as positions at SUNY Buffalo, New York, and Temple University, Philadelphia, Pennsylvania. Mr. Shapiro earned a Ph. D. in Business Administration (1976) from Ohio State University, Columbus, Ohio, an M.B.A. from College of Administrative Science (1975) Ohio State University, and a B.A. in Political Science (1972) from the University of Cincinnati, Cincinnati, Ohio

Stewart Ashton has been President and General Partner of New River Energy Resources, LLC, a Cincinnati, Ohio coal sales and transport company, since 2000. From 1976 to 1999, Mr. Ashton was a owner/partner in Smith Coal Processing, Manchester, Kentucky. From 1978 to 1979, he also served as Vice-president of Sales for New River Fuel Company, Middlesboro, Kentucky. From 1975 to 1977, Mr. Ashton worked in coal sales and coal mining with several Kentucky coal companies.

Richard Young has been the manager Dinamite Auto Sales, LLC, Inez, Kentucky, from March 1999 to present. From July 2005 to May 2007, he also served as Vice President for Hannah Energy, Inc.
From January 1996 to November 1998, he was President Mid American Printing, Louisa, Kentucky. From November 1998 to May 1991, he served as President of Alma Energy, Inc., Warfield, Kentucky. From September 1978 to August 1990, Mr. Young was manager of Kentucky Cable TV, Inc. From April 1977 to December 1980, he was president B-Y Mobile Homes, Inc. Inez, Kentucky. Prior to that time, he worked as a property developer, has owned and operated a furniture store and a car sales lot, and taught as a school teacher in Warfield, Kentucky. Mr. Young earned a BA in Business, Economics and Sociology from Morehead State University, Morehead, Kentucky (1968).

All current directors will hold office until the next annual meeting of stockholders (currently estimated to be held before the end of June 2009) and until their successors have been duly elected and qualified. There are no agreements with respect to the election of directors. Vacancies on the Board of Directors during the year may be filled by the majority vote of the directors in office at the time of the vacancy without action by the stockholders.

At this filing date, we have not yet formed board committees. The entire board of directors acts as the audit committee. We have not adopted a Code of Ethics for our officers, directors and employees but one is under consideration and we expect to adopt it in fiscal 2009.

We compensate our non-employee directors for monthly meetings at a rate of $1,000 for meetings via conference call and $3,000 for in-person meetings. In addition, each non-employee director is entitled to an annual fee of $5,000, prorated by the number of meeting attended in that year. In 2008, all meetings other than one have been via telephone conference. Directors are also reimbursed for expenses incurred in connection with their board service. In addition to the above annual compensation, in December 2007, all directors received a onetime award of 190,000 shares of our restricted common stock for agreeing to serve on our board, which subject to the subsequent 5:1 forward spilt approved and implemented by the company on February 8, 2008, now represent 950,000 restricted shares for each director. To date, all cash fees due to directors are being accrued pending the receipt of additional

funding. As of September 30, 2008, $141,500 has been accrued as director compensation. Officers are appointed annually by our Board of Directors and each executive officer serves at the discretion of the Board. We do not yet have any standing committees and the entire board acts as the audit committee. The board has one regularly scheduled meeting per month and may schedule additional meetings as necessary.

No director or officer has, within the past five years, filed any bankruptcy petition, been convicted in or been the subject of any pending criminal proceedings, or is any such person the subject or any order, judgment, or decree involving the violation of any state or federal securities laws.

All of our present non-employee directors, have other employment or sources of income and will routinely devote only such time to the Company necessary to maintain its viability. It is estimated that each director will devote approximately 2 days per month to the Company's corporate activities.

Currently, there is no arrangement, agreement or understanding between the Company's management and non-management stockholders under which non-management stockholders may directly or indirectly participate in or influence the management of the Company's affairs. Present management openly accepts and appreciates any input or suggestions from the Company's stockholders. There are no agreements or understandings for any officer or director of the Company to resign at the request of another person and none of the current officers or directors of the Company are acting on behalf of, or will act at the direction of any other person.

Key Consultant

The inventor of our technology, Larry Hunt, is a key consultant. Mr. Hunt has owned and operated coal mines worldwide for 45 years and has vast experience with various coal-related technologies. The founder of Clean Coal Technologies, Inc., Mr. Hunt was the architect behind the company’s patented technology. He is a long-time mine owner who is recognized as a leading expert on coal and other fossil fuels extraction and processing based on experience gained over 45 years of hands-on coal mining management and implementing production improvement processes. He has led international participation in various coal mining consulting and business ventures, including in Egypt and Indonesia. From 1988-1993, he owned and operated Dark Hill Enterprises (3 mines) Robison Creek, KY. From 1992-present, he entered into a business of developing and completing a clean coal technology and his patent was approved in September 2002. He is also President & CEO of HMM Technology, Inc. which holds several technologies in various stages of development and some have approved patents. Mr. Hunt currently serves as President and CEO of Enviro Fuels Manufacturing, Inc., and as a consultant to Clean Coal Technologies, Inc., the successor company to Saudi American Minerals, Inc., in which he is the major shareholder. From 1993- 2001, Mr. Hunt also served as President & CEO of Saudi American Minerals, and Consolidated Energy International, operating and doing business in Egypt, and Saudi Arabia. After September 11, 2001, Mr. Hunt resigned as President& CEO of Saudi American Minerals and Consolidated Energy International to pursue coal mining and oil & gas exploration and production ventures in Eastern Kentucky.

Item 6. Executive Compensation

We have a written employment agreement with Douglas Hague, our CEO and President, effective January 1, 2008, with a base annual salary of $250,000, cash bonus, and bonus stock award provisions calling for the award of 94,323,289 common shares of the Company. The bonus shares vest 1/3 annually, beginning December 31, 2008, provided Mr. Hague continues to be employed by the Company. In the event his employment terminates for any reason whatsoever prior to full vesting of each annual bonus period, then any such bonus rights not yet completed and accrued shall be terminated. The vesting of the bonus shares is accelerated if there is a change of control and Mr. Hague does not continue in his current position. Mr. Hague is also entitled to a monthly automobile allowance of $750, plus healthcare benefits. A total of $8,445,127 was recognized as share-based compensation under this award for the year ended December 31, 2007. A total of $38,566,079 was recognized as share-based compensation under this award for the nine months ended September 30, 2008

We have not entered into employment agreements with any of other our officers, directors, or any other persons and no such agreements are anticipated in the immediate future. Our non-employee directors will defer any cash compensation until such time as business operations provide sufficient cash flow to pay cash compensation. As

of this date, the President and CEO has received $40,000 and has accrued compensation totaling $195,913 for 2007 and 2008 as of September 30, 2008.

We have accrued directors' fees since September 2007. The related expense included in operating expenses totaled $65,000 for the year ended December 31, 2007, and $76,500 for the nine months ended September 30, 2008.

The Company has not adopted any other bonus, profit sharing, or deferred compensation plan.

The following table sets forth, for the last two years, the dollar value of all cash and non-cash compensation earned by the Company's named executive officers.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary[1]	Bonus	Stock Awards[2]	Option Awards	All Other Compensation	Total
Douglas Hague, CEO and President	2007	$ 41,666	$ -	$ 8,445,127	$ -	$ -	$ 8,486,793
	2006	$ n/a	$ -	$ -	$ -	$ -	$ -
Mitch Shapiro, CEO and President	2007	$ -	$ -	$ 80	$ -	$ -	$ 80
	2006	$ n/a	$ -	$ -	$ -	$ -	$ -

(1) None of this salary amount was paid in cash. The entire $41,666 has been accrued.
(2) Represents market price of the stock on the date of grant. Stock award to Douglas Hague is per his employment agreement whereby he is entitled to a stock bonus of common shares valued at $94,323,289. The stock is to be awarded as follows: 33% on December 31, 2008, 33% on December 31, 2009 and 33% on December 31, 2010 contingent upon continued employment with us on each date. The value of the award is based upon the closing stock price on the reporting date December 31, 2007. A total of $8,445,127 was recognized as share-based compensation under this award for the year ended December 31, 2007.

The following table sets forth, for the previous year, the dollar value of all cash and non-cash compensation for the Company's directors.

DIRECTOR COMPENSATION

Name	Year	Fees [1] Earned or Paid in Cash	Stock[2] Awards	Option Awards	Non-Equity Incentive Plan Compensation	Non-Qualified Deferred Compensation	All Other Compensation	Total
Stewart Ashton	2007	$ 6,500	$ 170	$ -	$ -	$ -	$ -	$ 6,670
Carl Baker [3]	2007	$ 13,000	$ 2,890,000	$ -	$ -	$ -	$ -	$ 2,903,000
Ed Jennings	2007	$ 13,000	$ 2,890,000	$ -	$ -	$ -	$ -	$ 2,903,000
Jay Lasner	2007	$ 6,500	$ 170	$ -	$ -	$ -	$ -	$ 6,670
Dilo Paul [3]	2007	$ 13,000	$ 2,890,000	$ -	$ -	$ -	$ -	$ 2,903,000
Mitch Shapiro	2007	$ 0	$ 170	$ -	$ -	$ -	$ -	$ 170
Aaron Stein [3]	2007	$ 6,500	$ 170	$ -	$ -	$ -	$ -	$ 6,670
Richard Young	2007	$ 6,500	$ 170	$ -	$ -	$ -	$ -	$ 6,670

(1) The cash fees have been accrued.
(2) Represents market price of the stock on the date of issuance. Shares issued prior to October 12, 2007 were valued at par.
(3) Former director

Item 7. Certain Relationships and Related Transactions, and Director Independence

We have a long-standing oral consulting agreement with Larry Hunt, a shareholder, to provide technology consulting services to us on a month-to-month basis. The services are currently valued at $17,500 per month.

We have a long-standing oral consulting agreement with CJ Douglas, a shareholder, to provide administrative consulting and related business services to us on a month-to-month basis. The services are currently valued at $15,000 per month.

Directors Edward Jennings and Stewart Ashton are deemed to be independent as that term is defined by the SEC. Director Jay Lasner has acted as a business consultant in addition to his services as a director and may not be considered to be independent. Mitchell Shapiro served as our CEO and President from September 2007 to December 2007, and is therefore not considered to be independent. Douglas Hague, our CEO and President, is not independent.

Item 8. Legal Proceedings

The Company is named as a defendant in a lawsuit filed on December 15, 2008 in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, case number 0860922. The suit appears to be a dispute regarding a private transaction or transactions possibly involving stockholders of the Company. The Company does not believe the inclusion of the Company in litigation over a private transaction has merit but is in the process of evaluating the suit and cannot currently assess its implications, if any.

Item 9. Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Market Information

Our common stock has traded sporadically and in limited volumes on the Pink Sheets of the National Quotation Bureau under the symbol CCTC since October 12, 2007. The following table sets forth the high and low bid prices for the Company's common stock for the periods indicated. The prices below reflect inter-dealer quotations, without retail mark-up, mark-down or commissions and may not represent actual transactions. Our stock was subject to stock splits of 20 for 1 on October 23, 2007 and 5 for 1 on February 8, 2008. Prices listed are adjusted to take the above splits into account.

Quarter Ended	Low	High
September 30, 2008	$ 1.91	$ 9.75
June 30, 2008	$ 1.20	$ 3.25
March 31, 2008	$ 1.60	$ 15.00
December 31, 2007	$ 0.40	$ 6.10

We intend to make an application to the NASD for its shares to be quoted on the OTC Bulletin Board. Our application will consist of current corporate information, financial statements and other documents as required by Rule 15c2-11 under the Securities Exchange Act. Inclusion on the OTC Bulletin Board will permit price quotations for our shares to be published by such service. Currently, our common stock is thinly traded on the Pink Sheets.

Although we intend to submit our application to the OTC Bulletin Board subsequent to the filing of this registration statement, there can be no assurance that the application will be accepted or that the shares will be traded on the OTC Bulletin Board.

If our shares are listed on the OTC Bulletin Board, secondary trading of our shares may be subject to certain state imposed restrictions. Except for the application to the OTC Bulletin Board, there are no plans, proposals, arrangements or understandings with any person concerning the development of a trading market in any of our securities.

The ability of individual stockholders to trade their shares in a particular state may be subject to various rules and regulations of that state. A number of states require that an issuer's securities be registered in their state or appropriately exempted from registration before the securities are permitted to trade in that state. Presently, we have no plans to register our securities in any particular state. Further, our shares may be subject to the provisions of Section 15(g) and Rule 15g-9 of the Exchange Act, commonly referred to as the "penny stock" rule. Section 15(g)

sets forth certain requirements for transactions in penny stocks and Rule 15g-9(d)(1) incorporates the definition of penny stock as that used in Rule 3a51-1 of the Exchange Act.

The SEC generally defines penny stock to be any equity security that has a market price less than $5.00 per share, subject to certain exceptions. Rule 3a51-1 provides that any equity security is considered to be a penny stock unless that security is: registered and traded on a national securities exchange meeting specified criteria set by the SEC; authorized for quotation on The NASDAQ Stock Market; issued by a registered investment company; excluded from the definition on the basis of price (at least $5.00 per share) or the issuer's net tangible assets; or exempted from the definition by the SEC. Broker-dealers who sell penny stocks to persons other than established customers and accredited investors (generally persons with assets in excess of $1,000,000 or annual income exceeding $200,000 by an individual, or $300,000 together with his or her spouse), are subject to additional sales practice requirements.

For transactions covered by these rules, broker-dealers must make a special suitability determination for the purchase of such securities and must have received the purchaser's written consent to the transaction prior to the purchase. Additionally, for any transaction involving a penny stock, unless exempt, the rules require the delivery, prior to the first transaction, of a risk disclosure document relating to the penny stock market. A broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, and current quotations for the securities. Finally, monthly statements must be sent to clients disclosing recent price information for the penny stocks held in the account and information on the limited market in penny stocks. Consequently, these rules may restrict the ability of broker-dealers to trade and/or maintain a market in our common stock and may affect the ability of stockholders to sell their shares.

We have not previously filed a registration statement under the Securities Act. Shares sold pursuant to exemptions from registration are deemed to be “restricted” securities as defined by the Securities Act. As of September 30, 2008, out of a total of 420,100,072 shares outstanding, 418,395,940 shares are restricted securities and can only be sold or otherwise transferred pursuant to a registration statement under the Securities Act or pursuant to an available exemption from registration. Of such restricted shares, 96,194,950 (23%) shares are held by affiliates (directors, officers and 10% holders), with the balance of 322,200,990 (77%) shares being held by non-affiliates.

The 322,200,990 restricted shares held by non-affiliates will only become eligible for trading if the shares are registered or if an exemption from such registration is available. If such shares are registered or an exemption is available, the shares, while not technically “unrestricted”, may be sold, transferred or otherwise traded in the public market without restriction, unless acquired by an affiliate or controlling stockholder of the Company. The exemption most commonly relied upon for resales of restricted securities from registration requirements has been based on the provisions of Rule 144 of the Securities Act of 1933, as amended. However, effective February 15, 2008, there were significant changes in the provisions regarding the availability of the Rule 144 exemption to holders of restricted securities of companies that either are “shell” companies or ever were shell companies. A “shell” company is defined as a company with no or nominal operations and either no or nominal assets, assets consisting solely of cash or cash equivalents, or assets consisting of cash and nominal other assets. Because the Company merged with a shell company in November 2007, restricted stock issued by the Company falls into this category. Accordingly, Rule 144 will not be available for any of the currently restricted stock of the Company until a minimum of 12 months from the date that this Form 10 is filed with the SEC, provided the Company remains current in its continuing filing obligations.

In general, under Rule 144 as currently in effect, a person (or persons whose shares are aggregated) who has beneficially owned restricted shares of a reporting company for at least six months, including any person who may be deemed to be an “affiliate” of the Company (as the term “affiliate” is defined under the Securities Act), is entitled to sell, within any three-month period, an amount of shares that does not exceed the greater of (i) the average weekly trading volume in the Company's common stock, as reported through the automated quotation system of a registered securities association, during the four calendar weeks preceding such sale or (ii) 1% of the shares then outstanding. In order for a stockholder to rely on Rule 144, adequate current public information with respect to the Company must be available. A person who is not deemed to be an affiliate of the Company and has not been an affiliate for the most recent three months, and who has held restricted shares for at least one year is

entitled to sell such shares without regard to the various resale limitations under Rule 144. Under Rule 144, the requirements of paragraphs (c), (e), (f), and (h) of such Rule do not apply to restricted securities sold for the account of a person who is not an affiliate of an issuer at the time of the sale and has not been an affiliate during the preceding three months, provided the securities have been beneficially owned by the seller for a period of at least one year prior to their sale. For purposes of this registration statement, a controlling stockholder is considered to be a person who owns 10% or more of the Company's total outstanding shares, or is otherwise an affiliate of the Company. No individual person owning shares that are considered to be not restricted owns more than 10% of the Company's total outstanding shares.

Item 10. Recent Sales of Unregistered Securities

There have been no sales of unregistered securities in the years ended December 31, 2007 and 2006. Shares issued for services since inception are detailed below.

Shares Issued for Services

On February 8, 2008, we implemented a 5 to 1 forward stock split of our common stock. Pursuant to the forward split, each share of common stock issued and outstanding as of the forward split effective date was converted into five (5) shares of common stock. All share issuance data herein has been retroactively restated to reflect the forward split.

On July 10, 2008, Clean Coal issued 100,000 common shares for services valued at $360,000.

On April 24, 2008, we entered into an agreement calling for the grant of 8,181,820 common stock warrants to Cappello Capital Corporation for strategic advisory services. The expense associated with the warrant grant is $15,128,916. The warrants have an exercise price of $0.05 per share, a term of 10 years and vested on grant. The fair value of the warrants was determined using the Black-Scholes stock option valuation model. The entire fair value of these warrants was expensed during the nine months ended September 30, 2008.

On March 25, 2008, we entered into a consulting agreement with McGovern Capital, LLC, an unrelated third party consultant, whereby the consultant is entitled to a stock bonus of 16,363,639 common shares. The shares vest as follows: 33% on March 25, 2008, 33% on August 15, 2008 and 33% on December 31, 2008. We calculated the value of the award based upon the closing stock price on the date of the agreement and is expensing the award over the vesting periods. A total of $37,173,413 was recognized as share-based compensation under this award for the nine months ended September 30, 2008.

On March 17, 2008, a related party shareholder of Clean Coal transferred 400,000 common shares of Clean Coal from his personal holdings to an unrelated third party for services performed for Clean Coal. The transaction was accounted for as a cancellation of 400,000 common shares and the issuance of 400,000 shares for services valued at $1,232,000.

On December 31, 2007, we issued 30,000 common shares for debt and accrued interest of $99,043 for settlement of a promissory note issued in 2000 to an unrelated third party. The shares were valued at $140,400 and a loss on retirement of debt of $41,357 was recorded.

On November 1, 2007, we entered into an employment agreement with Douglas Hague as our President and Chief Executive Officer whereby he is entitled to a stock bonus of 94,323,289 common shares. The stock is to be awarded as follows: 33% on December 31, 2008, 33% on December 31, 2009 and 33% on December 31, 2010 contingent upon employment with us on each date. We calculated the value of the award based upon the closing stock price on the reporting date December 31, 2007 and are expensing the award over the award periods. A total of $38,566,079 was recognized as share-based compensation under this award for the nine months ended September 30, 2008.

During the year ended December 31, 2007, we issued 39,281,895 common shares for services valued at $29,754,962. Of these shares, 15,100,000 were issued to related parties for consulting services, including 7,500,000 shares to two directors for consulting services performed in addition to their service as directors. The remaining 24,181,895 were issued to unrelated third parties for consulting services.

During the year ended December 31, 2006, we issued 46,307,500 common shares for services valued at $9,263. Of these shares, 37,500,000 were issued to related parties for technology, administrative and business consulting services, including 22,500,000 to Larry Hunt, our chief technology consultant and a major shareholder, 12,500,000 to CJ Douglas, an administrative consultant and shareholder and 2,500,000 to Jay Lasner, a director who also performs consulting services. The remaining 8,807,500 shares were issued to unrelated third parties for business consulting services.

During the year ended December 31, 2003, we issued 2,500,000 common shares for business consulting services valued at $500 to Jay Lasner.

During the year ended December 31, 2002, we issued 14,000,000 common shares for services valued at $2,800. Of these shares, 3,275,000 were issued to related parties for services, including 1,000,000 shares to Diane Hunt for administrative services, 1,275,000 to Jay Lasner for business consulting services and 1,000,000 shares to CJ Douglas for administrative services. The remaining 10,725,000 shares were issued to unrelated third parties for business consulting services.

Also during 2002, we issued 2,404,185 common shares for debt and accrued interest of $480,837 and 10,000,000 common shares for the conversion of 480,837 preferred shares, all to Diane Hunt, spouse of Larry Hunt, our principal shareholder and chief technology consultant.

During the year ended December 31, 2001, we issued 14,400,000 common shares for services valued at $2,880. Of these shares, 1,350,000 shares were issued to related parties for administrative and business consulting services, including 750,000 to CJ Douglas and 600,000 to Jay Lasner. The remaining 13,050,000 shares were issued to unrelated third parties for business consulting services.

Also during 2001, we issued 1,852,900 common shares for debt and accrued interest of $387,863 to Diane Hunt.

During the year ended December 31, 1999, we issued 6,250,000 common shares for services valued at $1,250. The shares were issued to various unrelated third parties for business consulting services.

During the year ended December 31, 1998, we issued 2,250,000 common shares for debt of $450 owed to Hannah Energy, Inc., a Texas corporation. Also during 1998, we issued 480,837 preferred shares for debt and accrued interest of $380,837 to Diane Hunt.

At inception, we issued 41,500,000 common shares to Diane Hunt, spouse of founder Larry Hunt, for services valued at $8,400.

The Company believes that the issuances of the above restricted shares were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended, and the regulations promulgated thereunder. The transactions were issuances for services performed or in settlement of debt incurred, the transactions were all privately negotiated and none involved any kind of public solicitation. A restrictive legend was affixed to all the stock certificates issued in such transactions.

Item 11. Description of Registrant's Securities to be Registered

Common Stock

We are authorized to issue 600,000,000 shares of common stock, par value $.00001 per share, of which 420,100,072 shares are issued and outstanding as of September 30, 2008. All shares of common stock have equal

rights and privileges with respect to voting, liquidation and dividend rights. Each share of common stock entitles the holder thereof to:

(i) one non-cumulative vote for each share held of record on all matters submitted to a vote of the stockholders;

(ii) to participate equally and to receive any and all such dividends as may be declared by our Board of Directors out of funds legally available therefore; and

(iii) Subject to prior rights of creditors, in the event of our liquidation, dissolution or winding up, to participate ratably in the distribution of all our remaining assets.

There are no sinking fund provisions applicable to the common stock. Stockholders have no preemptive rights to acquire additional shares of our common stock or any other securities. The common stock is not subject to redemption and carries no subscription or conversion rights. All outstanding shares of common stock are fully paid and non-assessable.

Item 12. Indemnification of Directors and Officers

No director will have personal liability to us or any of our stockholders for monetary damages for breach of fiduciary duty as a director involving any act or omission of any such director since provisions have been made in the Articles of Incorporation limiting such liability. The foregoing provisions shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty us or our stockholders, (ii) for acts or omissions not in good faith or, which involve intentional misconduct or a knowing violation of law, (iii) under applicable Sections of the Nevada Revised Statutes, (iv) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes or, (v) for any transaction from which the director derived an improper personal benefit.

Our Bylaws provide for indemnification of our directors, officers, and employees in most cases for any liability suffered by them or arising out of their activities as directors, officers, and employees if they were not engaged in willful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement the indemnification will apply only when our Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation. The Bylaws, therefore, limit the liability of directors to the maximum extent permitted by Nevada law (Section 78.751).

The effect of these provisions of our Articles of Incorporation and Bylaws as described above is to eliminate our right and our shareholders (through shareholders' derivative suits on behalf of our company) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior), except under certain situations defined by statute. We believe that the indemnification provisions in our Articles of Incorporation, as amended, are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 13. Financial Statements and Supplementary Data

The Company's financial statements for the years ended December 31, 2007 and 2006, have been audited to the extent indicated in their report by Malone & Bailey, P.C., an independent registered public accounting firm. The financial statements have been prepared in accordance with generally accepted accounting principles and are included in Item 15 of this Form 10. Please see the Financial Statements Index on page F-1.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 15. Financial Statements and Exhibits

(a) Our financial statements for the years 2007 and 2006, including the report of our independent registered public accounting firm, are attached hereto beginning at page F-1 immediately following the signature page of this registration statement. Also included are our unaudited financial statements for the nine months ended September 30, 2008 and 2007.

(b) Exhibits

The following exhibits are filed with this registration statement.

	Description
2.1	Articles and Plan of Merger (SAMI and CCSI) and Share Exchange (CCSI and CCTC)
3.1	Articles of Incorporation
3.2	Bylaws
4.1	Specimen stock certificate
10.1	Benham Companies, LLC Consulting Agreement dated 12/31/07
10.2	Shanxi Poar Company, Ltd. Joint Venture Agreement dated 10/19/07
10.3	Shanghai Huayi Company MOU dated 4/16/08
10.4	Xingan League Administrative MOU dated 4/23/08
10.5	Sino-Mongolian International Railroad MOU dated 6/11/08
10.6	Hague Executive Employment Agreement dated 2/8/08
10.7	Sino-Mongolian International Railroad Cooperative Joint Venture Contract dated 12/2/08
10.8	McGovern Capital LLC letter agreement dated 3/25/08
10.9	Cappello Capital Corp agreement dated 4/24/08
23.1	Consent of Malone & Bailey, PC dated 1/14/2009

SIGNATURES

In accordance with Section 12 of the Securities Exchange Act of 1934, the registrant caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized on January 12, 2009

By: /s/ Douglas Hague
Douglas Hague
President, CEO, and Acting Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below on this Registration Statement hereby constitutes and appoints Douglas Hague with full power to act without the other, his or her true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution for him or her and in his or her name, place and stead, in any and all capacities (until revoked in writing) to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary fully to all intents and purposes as he or she might or could do in person thereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, the following persons in the capacities and on the dates stated have signed this Registration Statement.

SIGNATURE	TITLE	DATE
/s/Douglas Hague	President, CEO, Director	January 12, 2009
/s/Edward Jennings	Chairman, Board of Directors	January 12, 2009
/s/Jay Lasner	Director	January 12, 2009
/s/Stewart Ashton	Director	January 12, 2009
/s/Richard Young	Director, Secretary	January 12, 2009
/s/Mitch Shapiro	Director	January 12, 2009

FINANCIAL STATEMENTS INDEX

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of
Clean Coal Technologies, Inc. (formerly Clean Coal Systems, Inc.)
Development Stage Company
Coral Springs, Florida

We have audited the accompanying balance sheets of Clean Coal Technologies, Inc. (a development stage company) as of December 31, 2007 and 2006 and the related statements of expenses, stockholders' deficit, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Clean Coal Technologies, Inc. as of December 31, 2007 and 2006 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has not generated revenue since its inception, has incurred losses in developing its business, and further losses are anticipated and has a working capital deficiency. The Company requires additional funds to meet its obligations and the costs of its operations. These factors raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/Malone & Bailey, PC
www.malone-bailey.com
Houston, Texas
December 31, 2008

Clean Coal Technologies, Inc.
(A Development Stage Company)
Balance Sheets

	December 31,	
	2007	**2006**
ASSETS		
Current Assets		
Cash	$ 1,730	$ -
Prepaid expenses	5,969	-
Total Current Assets	7,699	-
Other assets	5,000	-
Total Assets	$ 12,699	$ -
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	$ 239,826	$ 92,088
Accounts payable from related parties	380,264	42,129
Advances from related parties	305,000	-
Accrued liabilities	10,482	41,425
Debt from related parties	107,500	62,609
Total Current Liabilities	1,043,072	238,251
Common stock, $0.00001 par value; 600,000,000 shares authorized, 409,090,980 and 149,964,585 shares issued and outstanding, respectively	4,091	1,500
Additional paid-in capital	39,611,397	1,273,499
Deficit accumulated during the development stage	(40,645,861)	(1,513,250)
Total Stockholders' Deficit	(1,030,373)	(238,251)
Total Liabilities and Stockholders' Deficit	$ 12,699	$ -

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Statements of Expenses

	Year Ended December 31, 2007	Year Ended December 31, 2006	October 20, 1997 (Inception) Through December 31, 2007 (Unaudited)
Operating Expenses:			
General and administrative	$ 343,388	$ 7,835	$ 948,244
Research and development	4,120	-	148,141
Consulting services	38,735,417	9,263	39,348,274
Loss from Operations	(39,082,925)	(17,098)	(40,444,659)
Other Expenses:			
Interest expense	(8,329)	(6,261)	(145,860)
Other expenses	-	-	(13,985)
Loss on extinguishment of debt	(41,357)	-	(41,357)
Total Other Expenses	(49,686)	(6,261)	(201,202)
Net Loss	$ (39,132,611)	$ (23,359)	$ (40,645,861)
Net loss per share - basic and diluted	$ (0.17)	$ (0.00)	n/a
Weighted average shares outstanding - basic and diluted	232,908,707	136,797,236	n/a

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Statements of Stockholders' Deficit
October 20, 1997 (Inception) through December 31, 2007
with Inception to December 31, 2005 (unaudited)

	Preferred Stock		Common Stock		Additional Paid-In	Deficit Accumulated During the Development	Stockholders'
	Shares	Amount	Shares	Amount	Capital	Stage	Deficit
Balances at October 20, 1997 (Inception)	-	$ -	-	$ -	$ -	$ -	$ -
Founder's shares	-	-	41,500,000	415	7,885	-	8,300
Net loss	-	-	-	-	-	(8,300)	(8,300)
Balances at December 31, 1997	-	-	41,500,000	415	7,885	(8,300)	-
Recapitalization from reverse merger - shares retained by shell owners	-	-	8,500,000	85	(85)	-	-
Common stock issued for debt	-	-	2,250,000	23	427	-	450
Preferred stock issued for debt	480,837	481	-	-	380,356		380,837
Net loss	-	-	-	-	-	(359,139)	(359,139)
Balances at December 31, 1998	480,837	481	52,250,000	523	388,583	(367,439)	22,148
Common stock issued for services	-	-	6,250,000	62	1,188	-	1,250
Net loss	-	-	-	-	-	(360,064)	(360,064)
Balances at December 31, 1999	480,837	481	58,500,000	585	389,771	(727,503)	(336,666)
Net loss	-	-	-	-	-	(307,568)	(307,568)
Balances at December 31, 2000	480,837	481	58,500,000	585	389,771	(1,035,071)	(644,234)
Common stock issued for services	-	-	14,400,000	144	2,736	-	2,880
Common stock issued for debt	-	-	1,852,900	19	387,863	-	387,882
Net loss	-	-	-	-	-	(330,337)	(330,337)
Balances at December 31, 2001	480,837	481	74,752,900	748	780,370	(1,365,408)	(583,809)
Common stock issued for services	-	-	14,000,000	140	2,660	-	2,800
Common stock issued for debt	-	-	2,404,185	24	480,813	-	480,837
Preferred stock converted to common stock	(480,837)	(481)	10,000,000	100	381	-	-
Net loss	-	-	-	-	-	(55,585)	(55,585)
Balances at December 31, 2002	-	-	101,157,085	1,012	1,264,224	(1,420,993)	(155,757)
Common stock issued for services	-	-	2,500,000	25	475	-	500
Net loss	-	-	-	-	-	(31,377)	(31,377)
Balances at December 31, 2003	-	-	103,657,085	1,037	1,264,699	(1,452,370)	(186,634)
Net loss	-	-	-	-	-	(11,970)	(11,970)
Balances at December 31, 2004	-	-	103,657,085	1,037	1,264,699	(1,464,340)	(198,604)
Net loss	-	-	-	-	-	(25,551)	(25,551)
Balances at December 31, 2005	-	-	103,657,085	1,037	1,264,699	(1,489,891)	(224,155)
Common stock issued for services	-	-	46,307,500	463	8,800	-	9,263
Net loss	-	-	-	-	-	(23,359)	(23,359)
Balances at December 31, 2006	-	-	149,964,585	1,500	1,273,499	(1,513,250)	(238,251)
Common stock issued for services	-	-	39,281,895	393	29,754,569	-	29,754,962
Accrued stock-based compensation	-	-	-	-	8,445,127	-	8,445,127
Common stock issued to CCSI under reorganization	-	-	114,178,000	1,142	(1,142)	-	-
Common stock issued for debt and interest	-	-	30,000	-	140,400	-	140,400
Recapitalization from reverse merger with Riverside – shares retained by shell owners	-	-	105,636,500	1,056	(1,056)	-	-
Net loss	-	-	-	-	-	(39,132,611)	(39,132,611)
Balances at December 31, 2007	-	$ -	409,090,980	$ 4,091	$ 39,611,397	$ (40,645,861)	$ (1,030,373)

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Statements of Cash Flows

	Year Ended December 31, 2007	Year Ended December 31, 2006	October 20, 1997 (Inception) Through December 31, 2007 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (39,132,611)	$ (23,359)	$ (40,645,861)
Adjustment to reconcile net loss to net cash used in operating activities:			
Depreciation expense	-	133	5,320
Shares issued for services	38,200,089	9,263	38,225,082
Loss on extinguishment of debt	41,357	-	41,357
Interest expense paid in shares	5,509	-	43,935
Write-off of asset	-	-	11,015
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	(5,969)	-	(16,984)
Accounts payable	147,738	(4,427)	239,826
Accounts payable - related party	338,135	12,129	380,264
Accrued expenses	7,482	6,261	10,482
Cash Used in Operating Activities	(398,270)	-	(1,705,564)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of fixed assets	-	-	(5,320)
Deposit	(5,000)	-	(5,000)
Cash Used in Investing Activities	(5,000)	-	(10,320)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Advances from related parties	305,000	-	305,000
Borrowings on related party debt	100,000	-	1,412,614
Cash Provided by Financing Activities	405,000	-	1,717,614
NET CHANGE IN CASH AND CASH EQUIVALENTS	1,730	-	1,730
CASH AND CASH EQUIVALENTS - beginning of period	-	-	-
CASH AND CASH EQUIVALENTS - end of period	$ 1,730	$ -	$ 1,730
SUPPLEMENTAL DISCLOSURES:			
Cash paid for interest	$ -	$ -	$ -
Cash paid for income taxes	-	-	-
NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Related party debt converted to common stock	$ 55,109	$ -	$ 924,277
Accrued interest converted to common stock	38,425	-	-
Related party debt converted to preferred stock	-	-	380,837
Preferred stock converted to common stock	-	-	481

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Notes to Financial Statements
October 20, 1997 (Inception) through December 31, 2007
With Inception to December 31, 2005 Unaudited

NOTE 1- NATURE OF OPERATIONS AND BASIS OF PRESENTATION

Clean Coal Technologies, Inc. ("CCTI" or the "Company" or "Clean Coal"),(formerly Riverside Technologies, Inc) a Nevada corporation was originally chartered in Delaware on September 17, 1986. In September 2007, CCTI changed its domicile to Nevada and changed its name. The Company was formed to obtain a patented multi-stage process that transforms coal with high levels of impurities, contaminants and other polluting elements into an exceptionally efficient, clean and inexpensive source of high energy, low polluting fuel.

On November 19, 2007, CCTI completed a share exchange agreement with Clean Coal Systems, Inc, a Florida corporation, ("CCSI") whereby CCTI exchanged 294,784,480 (as adjusted after stock splits) common shares, which represented approximately 74% of CCTI for all of the outstanding stock of CCSI. CCTI shareholders held 105,636,500 shares of CCTI common stock prior to and after the merger. Control of CCTI was obtained in August 2007 by a shareholder of CCSI in order to complete the merger with CCSI. The combined companies now operate under the name "Clean Coal Technologies, Inc." CCSI was established in May 7, 2007 and merged with Saudi American Minerals, Inc. ("SAMI") in September 2007. Because CCTI was non operating and had no assets or liabilities prior to the merger, for accounting purposes, the merger between CCSI and CCTI was treated as a reverse merger and recapitalization with CCSI (formerly SAMI) being the "accounting acquirer". The historical financial statements and related disclosures presented herein for the period prior to the date of merger (November 19, 2007) are those of CCSI (formerly SAMI). The historical financial statements and related disclosures of CCSI are those of SAMI.

SAMI was formed on October 20, 1997 as Consolidated Energy International Inc. ("Consolidated Energy"), a Nevada corporation. In June 1998, Consolidated Energy merged with Golden Triangle Corporation ("Golden Triangle"), a Nevada corporation whereby Consolidated Energy received 41,500,000 shares of Golden Triangle for all of the outstanding shares of Consolidated Energy. Prior to the merger Golden Triangle had 8,500,000 shares outstanding. Because Golden Triangle was a non operating company, this was accounted for as a reverse merger with Consolidated Energy being the "accounting acquirer". In conjunction with the merger, the combined companies changed their name to Saudi American Minerals, Inc ("SAMI").

In September 2007, CCSI merged with SAMI as both entities were controlled by the same shareholders. SAMI issued the CCSI shareholders 114,178,000 shares of common stock for all of CCSI's common stock. CCSI did not have any operations prior to the merger with SAMI. The acquisition of SAMI by CCSI was accounted for as a common control merger combining the results of SAMI and CCSI. The combination of SAMI and CCSI operated under the name "Clean Coal Systems, Inc." SAMI was the operating company and its operations were continued by the combined entities CCSI.

Development Stage Enterprise

Clean Coal has a limited operating history upon which to base an evaluation of the current business and future prospects and has yet to commercialize on its technology. Clean Coal will continue to be considered to be in a development stage until it has begun significant operations and is generating significant revenues. The date of inception is October 20, 1997 (formation of SAMI).

NOTE 2 - SUMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

Clean Coal's balance sheets as of December 31, 2007 and 2006 and related statements of expenses for the years then ended, and the related statements of stockholders' deficit and cash flows for the years ended December 31, 2007 and 2006 and for period from October 20, 1997 (inception) through December 31, 2007 are presented in U.S. dollars and

have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure on contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Earnings per Common Share

Basic earnings per share are computed on the basis of the weighted average number of common shares outstanding during each year. Diluted earnings per share is the same as basic earnings per share as common stock equivalent.

Cash and Cash Equivalents

Clean Coal considers all highly liquid investments with an original maturity of three months or less to be cash equivalents for purposes of preparing its Statement of Cash Flows.

Fair Value of Financial Instruments

Management estimates that the carrying value of financial instruments reported in the financial statements approximates their fair values in accordance with SFAS 157, Fair Value Measurements.

Federal Income Tax

Clean Coal has adopted the provisions of Financial Accounting Standards Board Statement No. 109, Accounting for Income Taxes. Clean Coal accounts for income taxes pursuant to the provisions of the Financial Accounting Standards Board Statement No. 109, "Accounting for Income Taxes", which requires an asset and liability approach to calculating deferred income taxes. The asset and liability approach requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities.

In June 2006, the FASB issued Interpretation No. 48 "Accounting for Uncertainty in Income Taxes, and Interpretation of FASB Statement No. 109" (FIN 48). Clean Coal adopted FIN 48 on January 1, 2007. Under FIN 48, tax benefits are recognized only for tax positions that are more likely than not to be sustained upon examination by tax authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50 percent likely to be realized upon ultimate settlement. Unrecognized tax benefits are tax benefits claimed in Clean Coal's tax returns that do not meet these recognition and measurement standards.

Upon the adoption of FIN 48, Clean Coal had no liabilities for unrecognized tax benefits and, as such, the adoption had no impact on Clean Coal's financial statements, and Clean Coal has recorded no additional interest or penalties. The adoption of FIN 48 did not impact Clean Coal's effective tax rates.

Property and Equipment

Property and equipment consists of furniture and fixtures and computer equipment, recorded at cost, depreciated upon placement in service over estimated useful lives ranging from three to five years on a straight-line basis. As of December 31, 2007 and 2006, property and equipment were fully depreciated. Expenditures for normal repairs and maintenance are charged to expense as incurred. The cost and related accumulated depreciation of assets sold or otherwise disposed of are removed from the accounts, and any gain or loss is included in operations.

Impairment of Long Lived Assets

In the event facts and circumstances indicate the carrying value of a long-lived asset, including associated intangibles, may be impaired, an evaluation of recoverability is performed by comparing the estimated future undiscounted cash flows associated with the asset to the asset's carrying amount to determine if a write-down to market value or discounted cash flow is required.

Research and Development Costs

Research and development expenses include salaries, related employee expenses, research expenses and consulting fees. All costs for research and development activities are expensed as incurred. Clean Coal expenses the costs of licenses of patents and the prosecution of patents until the issuance of such patents and the commercialization of related products is reasonably assured.

Stock-based Compensation

Financial Accounting Standard No. 123, “Accounting for Stock-Based Compensation" established financial accounting and reporting standards for stock-based employee compensation plans. It defines a fair value based method of accounting for an employee stock option or similar equity instrument. In January 2006, Clean Coal implemented SFAS No. 123R, and accordingly, Clean Coal accounts for compensation cost for stock option plans in accordance with SFAS No. 123R.

Clean Coal accounts for share based payments to non-employees in accordance with EITF 96-18 “Accounting for Equity Instruments Issued to Non-Employees for Acquiring, or in Conjunction with Selling, Goods or Services”.

Recently Issued Accounting Pronouncements

In December 2007, the FASB issued Statement SFAS No. 141, Business Combinations (SFAS 141R), and Statement of Financial Accounting Standards No. 160, Accounting and Reporting of Noncontrolling Interest in Consolidated Financial Statements, an amendment of ARB No. 51 (SFAS 160). SFAS 141R and SFAS 160 will significantly change the accounting for and reporting of business combination transactions and noncontrolling (minority) interests in consolidated financial statements. SFAS 141R retains the fundamental requirements in Statement 141, Business Combinations, while providing additional definitions, such as the definition of the acquirer in a purchase and improvements in the application of how the acquisition method is applied. SFAS 160 will change the accounting and reporting for minority interests, which will be recharacterized as noncontrolling interests, and classified as a component of equity. These Statements become simultaneously effective January 1, 2009. Early adoption is not permitted. Clean Coal does not expect the adoption of this pronouncement to have an immediate impact on its operating results, financial position or cash flows.

In February 2007, the FASB issued SFAS 159, The Fair Value Option for Financial Assets and Financial Liabilities Including an Amendment of FASB Statement No. 115 (SFAS 159), which permits entities to choose to measure many financial instruments and certain other items at fair value (the Fair Value Option). Election of the Fair Value Option is made on an instrument-by-instrument basis and is irrevocable. At the adoption date, unrealized gains and losses on financial assets and liabilities for which the Fair Value Option has been elected would be reported as a cumulative adjustment to beginning retained earnings. If the Company elects the Fair Value Option for certain financial assets and liabilities, the Company will report unrealized gains and losses due to changes in fair value in earnings at each subsequent reporting date. The provisions of SFAS 159 are effective January 1, 2008. Clean Coal does not expect the adoption of this pronouncement to have an immediate impact on its operating results, financial position or cash flows.

In September 2006, the FASB issued SFAS 157, Fair Value Measurements (SFAS 157), which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. This pronouncement applies to other standards that require or permit fair value measurements. Accordingly, this statement does not require any new fair value measurement. The provisions of SFAS 157 are effective for the

Company on January 1, 2008. Clean Coal does not expect the adoption of this pronouncement to have an immediate impact on its operating results, financial position or cash flows.

NOTE 3 – GOING CONCERN

The accompanying financial statements have been prepared on a going concern basis of accounting which contemplates continuity of operations, realization of assets, liabilities, and commitments in the normal course of business. As of December 31, 2007, Clean Coal has a working capital deficit, a deficit accumulated during the development stage and has incurred significant losses since inception. Further losses are anticipated in the development stage raising substantial doubt as to Clean Coal's ability to continue as a going concern. The accompanying financial statements do not reflect any adjustments that might result if Clean Coal is unable to continue as a going concern. Clean Coal plans to acquire sufficient capital from its investors with which to pursue its business plan. There can be no assurance that the future operations will be significant and profitable, or that Clean Coal will have sufficient resources to meet its objectives. There is no assurance that Clean Coal will be successful in raising additional funds.

NOTE 4 – OTHER ASSETS

During 2007, Clean Coal made a deposit of $5,000 related to a joint venture investment in a company that was not yet formed as of the date of this report.

NOTE 5 – RELATED PARTY TRANSACTIONS

Debt from related parties

In 1998, Clean Coal issued an unsecured promissory note to a related party in the total principal amount of $7,500 that bears interest at 10% per annum. The note is due on demand. As of December 31, 2007, the note holder has not demanded payment.

In January 2000, Clean Coal issued an unsecured promissory note to a shareholder of Clean Coal in the principal amount of $55,109 which matured in 60 days and carried interest at 10% per annum. On December 31, 2007, Clean Coal issued the shareholder 30,000 common shares with a fair value of $140,400 as payment in full of the principal balance of $55,109 and accrued interest of $43,935. A loss on debt extinguishment of $41,357 was recorded for the difference between the fair value of the shares and the carrying value of the principal and interest.

In October 2007, Clean Coal issued two unsecured promissory notes to a shareholder of Clean Coal in the total principal amount of $100,000 which mature in April 2008 and bear interest at 10% per annum.

A summary of the debt from related parties outstanding as of December 31, 2007 and 2006 is as follows:

Date of Note	To Whom	Maturity Date	Interest Rate	Principal Balance December 31, 2007	Principal Balance December 31, 2006
1998	Neal Goodfriend	Due on demand	10%	$ 7,500	$ 7,500
January 12, 2000	Arthur L Smith PC	March 12, 2000	10%	-	55,109
October 15, 2007	Larry Hunt	April 14, 2008	10%	50,000	-
October 18, 2007	Larry Hunt	April 17, 2008	10%	50,000	-
				$ 107,500	$ 62,609

Advances from related parties

During 2007, Clean Coal borrowed $305,000 from directors and shareholders. Amounts due to related parties are unsecured, non-interest bearing and have no specific terms of repayment.

Accounts payable from related parties

At December 31, 2007 and 2006, unpaid services provided by related parties totaled $380,264 and $42,129, respectively, which was included in accounts payable from related parties.

NOTE 6 – EQUITY TRANSACTIONS (Inception to December 31, 2005 Unaudited)

During 2007, Clean Coal issued 39,281,895 common shares valued at $29,754,962 for consulting services provided to the company by various entities and individuals.

On December 31, 2007, Clean Coal issued 30,000 common shares for debt and accrued interest of $99,043. The shares were valued at $140,400 resulting in a loss on extinguishment of debt of $41,357.

On November 19, 2007, Clean Coal acquired a "pink sheet shell", Riverside Technologies, Inc. in a transaction accounted for as a reverse merger. A total of 105,636,500 common shares were retained by the shell shareholders and treated as issued. See Note 1 for details.

During September 2007, Clean Coal merged with SAMI and CCSI as both were owned by the same shareholders. A total of 114,178,000 common shares were issued to the CCSI shareholders. See Note 1 for details.

On November 1, 2007, Clean Coal entered into an employment agreement with its President and Chief Executive Officer whereby the President and Chief Executive Officer is entitled to a stock bonus of 94,323,289 common shares. The stock is to be awarded as follows: 33% on December 31, 2008, 33% on December 31, 2009 and 33% on December 31, 2010 contingent upon employment with Clean Coal on each date. Clean Coal calculated the value of the award based upon the closing stock price on the reporting date December 31, 2007 and is expensing the award over the award periods. A total of $8,445,127 was recognized as share-based compensation under this award for the year ended December 31, 2007 and is reflected in the Statement of Stockholders Deficit. As of December 31, 2007, no shares have been issued or reflected for as issued in the Statement of Stockholders Deficit.

During 2006, Clean Coal issued 46,307,500 common shares valued at $9,263 for services provided.

During 2003, Clean Coal issued 2,500,000 common shares valued at $500 for services provided.

During 2002, Clean Coal issued 14,000,000 common shares valued at $2,800 for services provided, 2,404,185 common shares valued at $480,837 for debt and accrued interest of $480,837, and 10,000,000 common shares for the conversion of 480,837 preferred shares.

During 2001, Clean Coal issued 14,400,000 common shares valued at $2,880 for services provided and 1,852,900 common shares valued at $387,882 for debt and accrued interest of $387,882.

During 1999, Clean Coal issued 6,250,000 common shares valued at $1,250 for services provided.

During 1998, 8,500,000 common shares were retained by Golden Triangle Corporation shareholders in the reverse merger between Golden Triangle and Consolidated Energy International (see note 1 for details), 2,250,000 common shares valued at $450 for debt of $450 and issued 480,837 preferred shares valued at $380,837 for debt and accrued interest of $380,837.

At inception, Clean Coal issued 41,500,000 common shares valued at $8,300 to its founders for services.

NOTE 7 – INCOME TAXES

Clean Coal uses the liability method, where deferred tax assets and liabilities are determined based on the expected future tax consequences of temporary differences between the carrying amounts of assets and liabilities for financial and income tax reporting purposes. During the years ended December 31, 2007 and 2006, Clean Coal incurred net losses and, therefore, has no tax liability. The net deferred tax asset generated by the loss carry-forward has been

fully reserved. The cumulative net operating loss carry-forward is approximately $2,445,772 at December 31, 2007, and will begin to expire in the year 2027. Section 382 of the Internal Revenue code limits the use of net operating losses where a change of control has occurred. The company has changed control multiple times since inception resulting in such limitations.

At December 31, 2007 and 2006, deferred tax assets consisted of the following:

	2007	2006
Net operating loss carry-forward	$ 856,020	$ 520,890
Valuation allowance	(856,020)	(520,890)
Net deferred tax asset	$ -	$ -

NOTE 8 – OPERATING LEASES

During 2007, Clean Coal entered into an operating lease for office space which expires in June 2010 with a remaining term of thirty months at the monthly rate of $3,084. Rent expense for the year ended December 31, 2007 was $21,593. The future minimum lease payments as of December 31, 2007, are as follows for each of the years ended December 31:

2008	$ 37,008
2009	37,008
2010	18,504
Thereafter	-0-
Total Minimum Lease Payment	$ 92,520

NOTE 9 – COMMITMENT AND CONTINGENCIES

Clean Coal has contracts with its Director and President that if and when Clean Coal sells control through common stock, the individual is entitled to five percent of the net proceeds less the proceeds of the common stock owned by them.

NOTE 10 – SUBSEQUENT EVENTS

On February 8, 2008, Clean Coal implemented a 5 to 1 forward common stock split. All share and per share data herein has been retroactively restated to reflect the forward split.

On March 25, 2008, Clean Coal entered into a consulting agreement whereby the consultant is entitled to a stock bonus of 16,363,639 common shares of Clean Coal. The shares vest as follows: 33% on March 25, 2008, 33% on August 15, 2008 and 33% on December 31, 2008.

In April 2008, Clean Coal granted warrants for the purchase of up to five percent (5%) of Clean Coal's common stock pursuant to an agreement for services. The warrants have an exercise price of $0.05 per share and a term of 10 years. The warrants vest as follows: 2% upon execution of the agreement and 3% upon the completion of various service provisions.

On July 10, 2008, Clean Coal granted 100,000 common shares for services valued at $360,000 which vest over the service period from July 10, 2008 through January 31, 2009.

Between January 1, 2008 and June 30, 2008, Clean Coal borrowed $103,961 from a shareholder. Clean Coal shareholders also converted $815,290 of accounts payable and advances from related parties to notes payable. The unsecured notes are dated between April 3, 2008 and June 30, 2008, accrue interest at 10% per annum and mature between April 3, 2010 and June 30, 2010.

During 2008, a shareholder of Clean Coal transferred 400,000 common shares to a third party for services to be provided to Clean Coal over a 12 month period. The shares were accounted for as returned to Clean Coal and canceled and then issued by Clean Coal at their fair value and expensed.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Balance Sheets
(Unaudited)

	September 30, 2008	December 31, 2007
ASSETS		
Current Assets		
Cash	$ 15,322	$ 1,730
Prepaid expenses	7,237	5,969
Total Current Assets	22,559	7,699
Property, plant and equipment	1,019	-
Other assets	5,000	5,000
Total Assets	$ 28,578	$ 12,699
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	$ 356,979	$ 239,826
Accounts payable from related parties	668,110	380,264
Advances from related parties	70,000	305,000
Accrued liabilities	38,048	10,482
Debt from related parties	7,500	107,500
Total Current Liabilities	1,140,637	1,043,072
Debt from related parties	1,041,851	-
Total Liabilities	2,182,488	1,043,072
Common stock, $0.00001 par value; 600,000,000 shares authorized, 420,100,072 and 409,090,980 shares issued and outstanding, respectively	4,201	4,091
Additional paid-in capital	132,071,695	39,611,397
Deficit accumulated during the development stage	(134,229,806)	(40,645,861)
Total Stockholders' Deficit	(2,153,910)	(1,030,373)
Total Liabilities and Stockholders' Deficit	$ 28,578	$ 12,699

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Statements of Expenses
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,		October 20, 1997 (Inception) Through September 30,
	2008	2007	2008	2007	2008
Operating Expenses:					
General and administrative	$ 111,686	$ 126,154	$ 378,697	$ 160,011	$ 1,326,941
Research and development	-	-	223,925	-	372,066
Consulting services	22,500,423	261,346	92,928,354	347,524	132,276,628
Loss from Operations	(22,612,109)	(387,500)	(93,530,976)	(507,535)	(133,975,635)
Other Expenses:					
Interest expense	(26,448)	(1,566)	(52,969)	(4,696)	(198,829)
Other expenses	-	-	-	-	(13,985)
Loss on extinguishment of debt	-	-	-	-	(41,357)
Total Other Expenses	(26,448)	(1,566)	(52,969)	(4,696)	(254,171)
Net Loss	$ (22,638,557)	$ (389,066)	$ (93,583,954)	$ (512,231)	$ (134,229,806)
Net loss per share - basic and diluted	$ (0.05)	$ (0.00)	$ (0.23)	$ (0.00)	n/a
Weighted average shares outstanding - basic and diluted	417,361,929	175,544,400	413,799,076	162,239,776	n/a

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Statement of Stockholders' Deficit
Nine Months Ended September 30, 2008
(Unaudited)

	Preferred Stock		Common Stock		Additional Paid-In	Deficit Accumulated During the Development	Stockholders'
	Shares	Amount	Shares	Amount	Capital	Stage	Deficit
Balances at December 31, 2007	-	$ -	409,090,980	$ 4,091	$ 39,611,397	$ (40,645,861)	$ (1,030,373)
Common stock returned to Clean Coal and cancelled	-	-	(400,000)	(4)	4	-	-
Common stock issued for services	-	-	11,409,092	114	38,765,299	-	38,765,413
Accrued stock-based compensation	-	-	-	-	38,566,079	-	38,566,079
Warrant expense	-	-	-	-	15,128,916	-	15,128,916
Net loss	-	-	-	-	-	(93,583,945)	(93,583,945)
Balances at September 30, 2008	-	$ -	420,100,072	$ 4,201	$ 132,071,695	$ (134,229,806)	$ (2,153,910)

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Statements of Cash Flows
(Unaudited)

	Nine Months Ended September 30, 2008	Nine Months Ended September 30, 2007	October 20, 1997 (Inception) Through September 30, 2008
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Loss	$ (93,583,945)	$ (512,231)	$ (134,229,806)
Adjustment to reconcile net loss to net cash used in operating activities:			
Depreciation expense	-	-	5,320
Shares issued for services	77,331,492	7,128	115,556,574
Warrant expense	15,128,916	-	15,128,916
Loss on extinguishment of debt	-	-	41,357
Interest expense paid in shares	-	-	43,935
Interest expense converted to debt	20,531	-	22,600
Write-off of asset	-	-	11,015
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	(1,268)	(9,133)	(18,252)
Accounts payable	117,153	(6,165)	356,979
Accounts payable - related party	868,136	223,482	1,248,400
Accrued expenses	29,635	4,696	38,048
Cash Used in Operating Activities	(89,350)	(292,223)	(1,794,914)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Cash paid for the purchase of fixed assets	(1,019)	-	(6,339)
Deposit	-	-	(5,000)
Cash Used in Investing Activities	(1,019)	-	(11,339)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Advances from related parties	-	301,000	305,000
Borrowings on related party debt	103,961	-	1,516,575
Cash Provided by Financing Activities	103,961	301,000	1,821,575
NET CHANGE IN CASH AND CASH EQUIVALENTS	13,592	8,777	15,322
CASH AND CASH EQUIVALENTS - beginning of period	1,730	-	-
CASH AND CASH EQUIVALENTS - end of period	$ 15,322	$ 8,777	$ 15,322
SUPPLEMENTAL DISCLOSURES:			
Cash paid for interest	$ -	$ -	$ -
Cash paid for income taxes	-	-	-
NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Related party payables and advances converted to debt	$ 815,290	$ -	$ 815,290
Accrued interest converted to debt	2,069	-	-
Preferred stock issued for related party debt	-	-	380,837
Related party debt converted to preferred stock	-	-	924,277
Preferred stock converted to common stock	-	-	481
Common shares returned to Clean Coal and cancelled	4	-	4

The accompanying notes are an integral part of these financial statements.

Clean Coal Technologies, Inc.
(A Development Stage Company)
Notes to Financial Statements
(Unaudited)

NOTE 1: BASIS OF PRESENTATION

The accompanying unaudited interim financial statements of Clean Coal Technologies, Inc. have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission, and should be read in conjunction with the audited financial statements and notes thereto contained in Clean Coal's Registration Statement on Form 10 filed with the SEC. In the opinion of management, the accompanying unaudited interim financial statements reflect all adjustments, consisting of normal recurring adjustments, necessary to present fairly the financial position and the results of operations for the interim period presented herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year or for any future period. Notes to the financial statements which would substantially duplicate the disclosure contained in the audited financial statements for fiscal 2007 as reported in the Form 10 have been omitted.

NOTE 2: GOING CONCERN

The accompanying financial statements have been prepared on a going concern basis of accounting which contemplates continuity of operations, realization of assets, liabilities, and commitments in the normal course of business. The accompanying financial statements do not reflect any adjustments that might result if the Clean Coal is unable to continue as a going concern. Clean Coal has an accumulated deficit and a working capital deficit as of September 30, 2008 with no revenues anticipated for the near term. Management believes Clean Coal will need to raise capital in order to operate over the next 12 months. As shown in the accompanying financial statements, Clean Coal has also incurred significant losses since inception. Clean Coal's continuation as a going concern is dependent upon its ability to generate sufficient cash flow to meet its obligations on a timely basis and ultimately to attain profitability. Clean Coal has limited capital with which to pursue its business plan. There can be no assurance that Clean Coal's future operations will be significant and profitable, or that Clean Coal will have sufficient resources to meet its objectives. These conditions raise substantial doubt as to Clean Coal's ability to continue as a going concern. Management may pursue either debt or equity financing or a combination of both, in order to raise sufficient capital to meet Clean Coal's financial requirements over the next twelve months and to fund its business plan. There is no assurance that management will be successful in raising additional funds.

NOTE 3: DEBT FROM RELATED PARTIES

During the nine months ended September 30, 2008, Clean Coal borrowed $103,961 from a shareholder. Clean Coal shareholders also converted $815,290 of accounts payable and advances from related parties to notes payable. The unsecured notes are dated between April 3, 2008 and June 30, 2008, accrue interest at 10% per annum and mature between April 3, 2010 and June 30, 2010.

A summary of the debt from related parties outstanding as of September 30, 2008 is as follows:

Date of Note	To Whom	Maturity Date	Interest Rate	Principal Balance
June 1, 2001	Neal Goodfriend	Due on demand	10%	$ 7,500
April 3, 2008	C J Douglas	April 3, 2010	10%	103,961
April 15, 2008	Larry Hunt	April 15, 2010	10%	104,959
June 30, 2008	C J Douglas	June 30, 2010	10%	266,770
June 30, 2008	Larry Hunt	June 30, 2010	10%	247,305
June 30, 2008	ERC	June 30, 2010	10%	252,641
June 30, 2008	Howard Helfant	June 30, 2008	10%	66,215
				$ 1,049,351

NOTE 4: EQUITY TRANSACTIONS

On November 1, 2007, Clean Coal entered into an employment agreement with its President and Chief Executive Officer whereby the President and Chief Executive Officer is entitled to a stock bonus of 94,323,289 common shares. The stock is to be awarded as follows: 33% on December 31, 2008, 33% on December 31, 2009 and 33% on December 31, 2010 contingent upon employment with Clean Coal on each date. Clean Coal calculated the value of the award based upon the closing stock price on the reporting date December 31, 2007 and is expensing the award over the award periods. A total of $38,566,079 was recognized as share-based compensation under this award for the nine months ended September 30, 2008 and is reflected in the accrued stock-based compensation line in the statement of stockholders deficit. As of September 30, 2008, no shares have been issued or reflected for as issued in the statement of stockholders deficit.

On February 8, 2008, Clean Coal implemented a 5 to 1 forward stock split of the common stock. Pursuant to the forward split, each share of common stock issued and outstanding as of the forward split effective date was converted into one (5) shares of common stock. All share and per share data herein has been retroactively restated to reflect the forward split.

On March 17, 2008, a shareholder of Clean Coal transferred 400,000 common shares of Clean Coal from his personal holdings to a third party for services performed for Clean Coal. The transaction was accounted for as a return and cancellation of 400,000 common shares to Clean Coal and the issuance of 400,000 shares valued at $1,232,000 for services.

On March 25, 2008, Clean Coal entered into a consulting agreement whereby the consultant is entitled to a stock bonus of 16,363,639 common shares of Clean Coal. The shares vest as follows: 33% on March 25, 2008, 33% on August 15, 2008 and 33% on December 31, 2008. Clean Coal calculated the value of the award based upon the closing stock price on the date of the agreement and is expensing the award over the vesting periods. A total of $37,173,413 was recognized as share-based compensation under this award for the nine months ended September 30, 2008 and is reflected in the common stock issued for services line in the statement of stockholders deficit. As of September 30, 2008, 10,909,092 shares have been accounted for as issued in the statement of stockholders deficit as these were the vested shares as of September 30, 2008.

On April 24, 2008, Clean Coal granted 8,181,820 common stock warrants for services. The warrants have an exercise price of $0.05 per share, a term of 10 years and they vest immediately. The fair value of the warrants was determined to be $15,128,916 using the Black-Scholes stock option valuation model. The significant assumptions used in the valuation were: the exercise price noted above; the market value of Clean Coal’s common stock on April 24, 2008, $1.85; expected volatility of 257.92%; risk free interest rate of 3.67%; and an expected term of 5 years. The warrants qualify as `plain vanilla' warrants under the provisions of Staff Accounting Bulletin No. 107 and, due to limited warrant exercise data available to Clean Coal, the term was estimated pursuant to the provisions of SAB 107. The entire fair value of these warrants was expensed during the nine months ended September 30, 2008. These were the only options or warrants granted by Clean Coal from inception through September 30, 2008 and they were all outstanding as of September 30, 2008.

On July 10, 2008, Clean Coal issued 100,000 common shares for services valued at $360,000.

EXHIBIT 2.1 TO FORM 10

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement"), is made on September 7, 2007, by and between Clean Coal Systems, Inc., a Florida corporation ("CCSI") and Saudi American Minerals, Inc., a Nevada corporation, ("SAMI") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties desire that SAMI be merged into CCSI (the "Merger"), with CCSI being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the boards of directors of the Parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. Plan of Merger.

1.1 The Plan of Merger, Exhibit A, is incorporated by reference.

SECTION 2. Closing.

Closing shall take place at the offices of either corporation on November 19, 2007 (the "Closing Date"), or at another time, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by CCSI and SAMI of Articles of Merger in accordance with F.S. Chapter 607, NRS 92A and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of Merger shall specify the effective date and time of the Merger.

SECTION 3. Representations and Warranties of SAMI.

3.1 SAMI's Representations and Warranties. SAMI represents and warrants to CCSI as follows:

3.1.1 Capital Structure. The capitalization of SAMI is set forth on Schedule 3.1.1, which states the number of authorized, issued, and outstanding shares of each class and series of capital stock of SAMI. All of the issued and outstanding capital stock of SAMI has been duly authorized and validly issued, and is fully paid and nonassessable, and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of SAMI or any agreement to which SAMI is a party or of which SAMI has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of

SAMI, or obligating SAMI to transfer any additional shares of its capital stock of any class or any other securities, except as stated on Schedule 3.1.1.

3.1.3 Organization and Good Standing.

SAMI is a corporation duly organized, validly existing, and in good standing under the laws of the state of Nevada, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of SAMI, each as amended to this date, has been delivered or made available to CCSI. The minute books of SAMI are current as required by law, contain the minutes of all meetings of the incorporators, Board of Directors, committees of the Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of SAMI. SAMI has no subsidiaries.

3.1.4 Authorization; Validity. The execution, delivery, and performance of this Agreement by SAMI has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by SAMI, and is the legal, valid, and binding obligation of SAMI, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

3.1.5 Consents. Other than as set forth on Schedule 3.1.5, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by SAMI of the transactions contemplated by this Agreement.

3.1.6 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver (other than those identified on Schedule 3.1.5) under, or result in the imposition of any lien or other encumbrance on any property or assets of SAMI under, any agreement, lease, or other instrument to which SAMI is a party or by which any of the property or assets of SAMI are bound; (ii) violate any permit, license, or approval required by SAMI to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of SAMI's Articles of Incorporation or Bylaws.

3.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by SAMI at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

SECTION 4. Representations and Warranties of CCSI.

4.1.1 Ownership of the Shares. The common shares of CCSI being issued to SAMI's shareholders at the closing are duly authorized and will be validly issued, fully paid, and nonassessable on their issuance. The persons receiving securities at the closing

will acquire good, valid, and indefeasible title, free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

4.1.2 Organization and Good Standing.

CCSI is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of CCSI, each as amended to this date, has been delivered or made available to SAMI. The minute books of CCSI are current as required by law, contain the minutes of all meetings of the incorporators, Board of Directors, committees of the Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of CCSI. CCSI has no subsidiaries.

4.1.3 Authorization; Validity. The execution, delivery, and performance of this Agreement by CCSI has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by CCSI, and is the legal, valid, and binding obligation of CCSI, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

4.1.4 Consents. Other than as set forth on Schedule 3.1.5, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by CCSI of the transactions contemplated by this Agreement.

4.1.5 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver (other than those identified on Schedule 3.1.5) under, or result in the imposition of any lien or other encumbrance on any property or assets of CCSI under, any agreement, lease, or other instrument to which CCSI is a party or by which any of the property or assets of CCSI are bound; (ii) violate any permit, license, or approval required by SAMI to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of CCSI’s Articles of Incorporation or Bylaws.

4.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 4.1 shall be deemed renewed and made again by CCSI at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

SECTION 5. Covenants of SAMI.

5.1 Except as may otherwise be consented to or approved in writing by CCSI, SAMI agrees that from the date of this Agreement and until the Closing:

5.1.1 Conduct Pending Closing. The Business of SAMI shall be conducted only in the ordinary course consistent with past practices.

5.1.2 Access to Records. SAMI shall provide CCSI and its representatives access to all records of SAMI that they reasonably may request and provide reasonable access to the properties of SAMI.

5.1.3 Solicitation. SAMI agrees that it will not solicit, consider, or negotiate any offers to acquire the shares or assets of SAMI, or to provide any information or to make available any management personnel to third parties for such purposes.

5.1.4 Confidentiality. SAMI agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding SAMI's accountants, attorneys, and other professionals with whom SAMI conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

5.1.5 Proration of Taxes and Other Amounts. All applicable taxes and rental payments under the Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing. Utility deposits shall be retained by SAMI.

5.1.6 Employee Payments. SAMI shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the Closing Date.

SECTION 6. Covenants of CCSI.

6.1 Except as may otherwise be consented to or approved in writing by SAMI, CCSI agrees that from the date of this Agreement and until the Closing:

6.1.1 Access to Records. CCSI shall provide SAMI and its representatives access to all records of CCSI that they reasonably may request and provide reasonable access to the properties of CCSI.

6.1.2 Confidentiality. CCSI agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding CCSI’s accountants, attorneys, and other professionals with whom CCSI conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

SECTION 7. Conditions Precedent to Obligations of CCSI. Unless, at the Closing, each of the following conditions is either satisfied or waived by CCSI in writing, CCSI shall not be obligated to effect the transactions contemplated by this Agreement:

7.1 Representations and Warranties. The representations and warranties of SAMI are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

7.2 Performance of Covenants. SAMI shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

7.3 Items to be Delivered at Closing. SAMI shall have tendered for delivery to CCSI the following:

7.3.1 Delivery of Shares for Cancellation. [if applicable] Stock certificates representing all of the outstanding securities of SAMI duly endorsed in blank or accompanied by duly executed stock powers with all requisite transfer tax stamps attached, which shall be subsequently canceled.

7.3.2 Good Standing Certificate. A certificate of the Nevada Secretary of State, dated within 10 days of the Closing, showing that SAMI is in good standing.

7.3.3 Corporate Action. A certified copy of the corporate action of SAMI authorizing and approving this Agreement and the transactions contemplated by it.

7.3.4 Articles of Merger. A duly executed original of the Articles of Merger.

7.3.5 Investment Letter. An investment letter duly executed by each of SAMI's shareholders.

7.4 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident to this Agreement, shall be satisfactory in form and substance to CCSI and CCSI's counsel, whose approval shall not be withheld unreasonably.

7.5 Certificate. There shall be delivered to CCSI an officer's certificate, signed by SAMI, to the effect that all of the representations and warranties of SAMI set forth in this Agreement are true and complete in all material respects as of the Closing Date, and that SAMI has complied in all material respects with its covenants and agreements required to be complied with by the Closing.

7.6 No Adverse Change. There shall not have been a material adverse change in the financial condition of SAMI or the Business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated by it.

SECTION 8. Conditions Precedent to Obligations of SAMI. Unless, at the Closing, each of the following conditions is either satisfied or waived by SAMI in writing, SAMI shall not be obligated to effect the transactions contemplated by this Agreement.

8.1 Representations and Warranties. The representations and warranties of CCSI in this Agreement are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

8.2 Items to be Delivered at Closing. CCSI shall have tendered for delivery to SAMI the following:

8.2.1 Delivery of Shares or Other Consideration. Stock certificates duly issued in the name of each of the shareholders not dissenting to the proposed Merger, or such other consideration as is required to be delivered by this Agreement.

8.2.4 Good Standing Certificate. A certificate of the Florida Secretary of State, dated within 10 days of the closing, showing that CCSI is in good standing.

8.2.5 Corporate Action. A certified copy of the corporate action of CCSI authorizing and approving this Agreement and the transactions contemplated by it.

8.2.7 Articles of Merger. A duly executed original of the Articles of Merger.

8.3 Performance of Covenants. CCSI shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

SECTION 9. Agreements to Indemnify.

9.1 Scope of Indemnity. Subject to the terms and conditions of Section 9, SAMI agrees, to the fullest extent permitted by Florida law, to indemnify, defend, and hold harmless CCSI from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, interest, penalties, and reasonable attorneys' fees and expenses, asserted against, related to, resulting from, imposed on, or incurred by CCSI, directly or indirectly, by reason of, relating to, or resulting from (i) liabilities and obligations of, and claims against, SAMI (whether absolute, accrued, contingent, or otherwise) existing as of the date of the Closing or arising out of facts or circumstances existing on or before the date of the Closing; or (ii) a breach of any agreement, representation, or warranty of SAMI contained in or made under this Agreement, or any facts or circumstances constituting such a breach; or (iii) any tax or related claim (including, without limitation, claims for interest and penalties) asserted against SAMI or relating to the operations of SAMI through the date of the Closing.

9.2 Indemnification Procedure. Promptly after receipt by CCSI of notice of the making or commencement by any third party of any claim, action, lawsuit, or proceeding as to which indemnification may be sought (a "Third Party Claim"), CCSI shall notify Indemnitors in writing of the commencement. The failure to notify Indemnitors shall not relieve Indemnitors from any liability that they may have under this section if Indemnitors are not prejudiced by the lack of such notice. However, if Indemnitors are prejudiced by the lack of such notice, Indemnitors shall not be responsible for that portion of the liability caused by the prejudice resulting from the lack of notice.

If any such Third Party Claim is brought against CCSI, Indemnitors shall be entitled to participate and, to the extent they may elect by written notice delivered promptly to CCSI after receiving notice from CCSI, to assume the defense with counsel reasonably satisfactory to CCSI. The parties agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, claim, or demand. CCSI shall have the right to employ its own counsel in any such case, but the fees and expenses of this counsel shall be at the expense of CCSI unless (i) the employment of counsel shall have been authorized in writing by Indemnitors in connection with the defense of the action; (ii) Indemnitors shall not have employed counsel to have charge of the defense of the action within a reasonable period of time after commencement of the action; or (iii) CCSI has reasonably concluded that there may be defenses available to it that are different from or additional to those available to Indemnitors, in which case Indemnitors shall not have the right to direct the defense of this action on behalf of CCSI. In any of these situations, the fees and expenses of CCSI's counsel shall be borne by Indemnitors.

Neither CCSI nor Indemnitors may settle any Third Party Claim without the consent of the other. After any final judgment or award has been rendered by a court, arbitration board, or administrative agency of competent jurisdiction and the time in which to appeal from it has expired, a settlement has been consummated, or Indemnitors and CCSI arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by Indemnitors, CCSI shall forward to Indemnitors notice of any sums due and owing by it with respect to the matter, and Indemnitors immediately shall pay all of the sums owing, by wire transfer or certified or bank cashier's check, to CCSI.

9.3 Setoff. CCSI shall have the right to set off against the balance of the Purchase Price due under Section 1 of this Agreement any amounts due from SAMI to CCSI under Section 9.

9.4 Survival. The Indemnity provided by this section shall survive the Closing.

SECTION 10. Notices.

Any notice, request, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery service, at the time of such delivery; or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to CCSI: 12518 W. Atlantic Blvd., Coral Springs, Florida 33071

With a copy to: Hawkins & Hawkins PL, Attn. Alan T. Hawkins, 200 NE 1 st Street, Suite 101, Gainesville, Florida 32601.

If to SAMI: 12518 W. Atlantic Blvd., Coral Springs, Florida 33071

With a copy to: Hawkins & Hawkins PL, Attn. Alan T. Hawkins, 200 NE 1 st Street, Suite 101, Gainesville, Florida 32601.

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

SECTION 11. Miscellaneous.

11.1 Entire Agreement. This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger, and all exhibits and schedules hereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

11.2 Assignment. This Agreement shall not be assigned or assignable by SAMI or CCSI without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

11.3 Captions. All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

11.4 Counterparts. This Agreement may be executed in several counter parts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

11.5 Waiver. Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

11.6 Controlling Law. This Agreement has been entered into in the state of Florida and shall be governed by, construed under, and enforced in accordance with the laws of Florida.

11.7 Gender. Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

11.8 Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

11.9 Attorneys' Fees. In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorneys' fees through all appeals.

11.10 References to Agreement. The words "hereof," "herein," "here under," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

11.11 Schedules and Exhibits. Schedules and exhibits to this Agreement (and references to part or parts of them) shall, in each instance, include the

schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by reference.

11.12 Venue. Any litigation arising under this Agreement shall be instituted only in Broward County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

11.13 Severability. Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

11.14 Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

11.15 Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST: CCSI
Clean Coal Systems, Inc., a Florida Corporation

/s/CJ Douglas /s/Larry Hunt, President

ATTEST: CCSI
Saudi American Minerals, Inc., a Nevada Corporation

/s/CJ Douglas /s/Larry Hunt, President

EXHIBIT A

PLAN OF MERGER

Merger between Clean Coal Systems, Inc, (the "Surviving Corp.") and Saudi American Minerals, Inc. (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§607.1101 *et seq.* of the Florida Business Corporation Act (the "Act") and the Nevada Revised Statutes.

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date of the Merger (the "Effective Date"), shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. Distribution to Shareholders of the Constituent Corporations. On the Effective Date, each share of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall without more be converted into and exchanged for one (1) share of Surviving Corp.’s common stock in accordance with this Plan. Each share of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of Surviving Corp.'s stock.

3. Satisfaction of Rights of Disappearing Corp. Shareholders. All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'s stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Effect of Merger. On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

5. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Disappearing Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

6. Filing with the Florida Secretary of State and Effective Date. On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter,

such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Act.

8. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.

ARTICLES OF SHARE EXCHANGE OF

CLEAN COAL TECHNOLOGIES, INC., a Nevada Corporation,
With
CLEAN COAL SYSTEMS, INC., a Florida Corporation

ARTICLES OF SHARE EXCHANGE between CLEAN COAL TECHNOLOGIES, INC., a Nevada Corporation, ("Acquiror") and CLEAN COAL SYSTEMS, INC., a Florida Corporation ("Acquiree").

Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), Clean Coal Technologies, Inc. and Clean Coal Systems, Inc. adopt the following Articles of Share Exchange.

1. The Agreement and Plan of Share Exchange, dated September 7, 2007, ("Plan of Share Exchange"), between Clean Coal Technologies, Inc. and Clean Coal Systems, Inc. was approved and adopted by the shareholders of Clean Coal Technologies, Inc. on September 7, 2007, and was adopted by the shareholders of Clean Coal Systems, Inc. on September 7, 2007.

IN WITNESS WHEREOF, the parties have set their hands on September 7, 2007.

Clean Coal Technologies, Inc.,
a Nevada Corporation

/s/Larry Hunt, President

Clean Coal Systems, Inc.
a Florida corporation

/s/Larry Hunt, President

PLAN OF SHARE EXCHANGE

THIS Plan of Share Exchange ("Plan") is entered into between Clean Coal Technologies, Inc., a Nevada Corporation, ("Acquiror") and Clean Coal Systems, Inc., a Florida Corporation (" Acquiree").

1. Distribution to Shareholders. On the Effective Date, all of the shareholders of Acquiree not dissenting from the Plan shall exchange each one (I) share of Acquirer they hold for one share of Acquiror and Acquiree shall become a wholly owned subsidiary of Acquiror.

2. Satisfaction of Rights of Acquiree' s Shareholders . All shares of Acquiror' s stock into which shares of Acquiree's stock have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

3. Fractional Shares. Fractional shares of Acquiror's stock will not be issued to the holders of Acquiree's stock. Former holders of Acquiree's stock who would be entitled to receive fractional shares of Acquiror's stock on the Effective Date shall receive one (1) share.

4. Supplemental Action. If at any time after the Effective Date, Acquiror shall determine that any further conveyances, agreements, documents, instruments, and assurances of any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Acquiror or Acquiree, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.

5. Filing with the Florida Secretary of State and Effective Date . On the Closing, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, Acquiror and Acquiree shall cause their respective Presidents (or Vice Presidents) to execute Articles of Share Exchange in the form attached to this Plan and on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida Secretary of State. In accordance with Section 607.1105(1) (b) of the Florida Business Corporation Act (the "Act"), the date of filing of the Articles of Share Exchange shall be the "Effective Date".

6. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by Acquiror or Acquiree by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of Acquiree by an agreement in writing executed in the same

manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with section 607.1 103 of the Act.

7. Termination. At any time before the Effective Date (whether before or after filing the Articles of Share Exchange), this Plan may be terminated and the share exchange abandoned by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of the Acquiree.

IN WITNESS WHEREOF, the parties have set their hands on September 7, 2007.

Clean Coal Technologies, Inc.
a Nevada Corporation

/s/Larry Hunt, President

Clean Coal Systems, Inc.
a Florida corporation

/s/Larry Hunt, President

EXHIBIT 3.1 ARTICLES OF INCORPORATION

ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov

Document Number 20070619751-58
Filing Date and Time 9/11/2007
Entity Number E0622552007-8

Articles of Exchange
(Pursuant to NRS Chapter 92A - excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than two constituent entities, check box and attach an 8 1/2" x 11 " blank sheet listing the entities continued from article one.

Clean Coal Systems, Inc.
Name of acquired entity

Florida	Corporation
Jurisdiction	Entity type

Name of acquiring entity
Clean Coal Technologies, Inc.

Nevada	Corporation
Jurisdiction	Entity type

2) The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

* Corporation, non-profit corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.

FILING FEE: $350.00

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708Website: www.nvsos.gov

Articles of Exchange
(PURSUANT TO NRS 92A.200)

3) Owner's approval (NRS 92A.200) (options a b or c must be used for each entity) (if there are more than two constituent entities, check box and attach an 8 1/2"' x 11 " blank sheet listing the entities continued from article three):

(a) Owner's approval was not required from
Name of acquired entity, if applicable

and, or;

Name of acquiring entity, if applicable

(b) The plan was approved by the required consent of the owners of *

Clean Coal Systems, Inc.
Name of acquired entity, if applicable

and, or;

Clean Coal Technologies, Inc.
Name of acquiring entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be
approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708Website: www.nvsos.gov

Articles of Exchange
(PURSUANT TO NRS 92A.200)

(c) Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

The plan of exchange has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of exchange is required by the articles of incorporation of the domestic corporation.

Name of acquired entity, if applicable
and, or;
Name of acquiring entity, if applicable

4) Location of Plan of Exchange (check a or b):

(a) The entire plan of exchange is attached;

or,

[X[(b) The entire plan of exchange is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200).

ROSS MILLER
Secretary of State204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708Website: www.nvsos.gov

Articles of Exchange
(PURSUANT TO NRS 92A.200)

5) Effective date (optional)*:

6) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230):**

If there are more than two constituent entities, please check box and attach an 8 1/2" x 11" sheet listing the entities continued from article six.

Clean Coal Systems, Inc.
Name of acquired entity

/s/Larry Hunt	President	9/7/07
Signature	Title	Date

Clean Coal Technolgies, Inc.
Name of acquiring entity

/s/Larry Hunt	President	9/7/07
Signature	Title	Date

* An exchange takes effect upon filing the articles of exchange or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).
**The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov

Document Number 20070612641-89
Filing Date and Time 9/6/2007 9:15am
Entity Number E0622552007-8

Articles of Conversion
(Pursuant to NRS 92A.205)

1. Name and jurisdiction of organization of constituent entity and resulting entity:

Riverside Information Technologies, Inc.
Name of constituent entity

Delaware	Corporation
Jurisdiction	Entity type

and,

Clean Coal Technolgies, Inc.
Name of resulting entity

Nevada	Corporation
Jurisdiction	Entity type

2. A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

3. Location of plan of conversion: (check one).

The entire plan of conversion is attached to these articles.

[X] The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity.

The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330.

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust . This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov
(PURSUANT TO NRS 92A.205)

Articles of Conversion
Page 2

4. Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the resulting entity in the conversion):
Attn:
c/o:

5. Effective date of conversion (optional) (not to exceed 90 days after the articles are filed pursuant to NRS 92A.240) * :
6. Signatures - must be signed by:
1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).
2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Name of constituent entity

X/s/Larry Hunt
President 8/31/2007
Signature Title Date

* Pursuant to NRS 92A.205(4) if the conversion takes effect on a later date specified in the articles of conversion pursuant to NRS 92A.240, the constituent document filed with the Secretary of State pursuant to paragraph (b) subsection 1 must state the name and the jurisdiction of the constituent entity and that the existence of the resulting entity does not begin until the later date.

This statement must be included within the resulting entity's articles.

FILING FEE: $350.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. Nevada Secretary of State 92A Conversion Page 2

ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov

Document Number 20070612642-90
Filing Date and Time 9/6/2007 9:15am
Entity Number E0622552007-8

Articles of Incorporation
(PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation	Clean Coal Technologies, Inc.
2. Registered Agent for Service of Process:	Corporate Service Center, Inc.
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: 600,000,000 Par value per share: $.0001 Number of shares without par value:
4. Names and Addresses of the Board of Directors/Trustees:	Larry Hunt 12518 West Atlantic Blvd Coral Springs, FL 33071
5. Purpose: (optional; see instructions)	The purpose of the corporation shall be:
6. Name, Address and Signature of Incorporator:	/s/Larry Hunt Larry Hunt 12518 West Atlantic Blvd Coral Springs, FL 33071
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. /s/Corporate Service Center Corporate Service Center 9/5/07

This form must be accompanied by appropriate fees.

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:17 PM 08/03/2006
FILED 04:18 PM 08/03/2006
SRV 060730707 – 2101771 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Healthspan Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Healthspan, Inc. be amended by changing the FIRST Article thereof so that, as amended, said Article shall be and read as follows:
The name of the corporation is Riverside Information Technologies, Inc

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective upon filing.

IN WITNESS WHEREOF, said Healthspan, Inc. has caused this certificate to be signed by Miguel Thomas Gonzalez, its President and Director this 10th day of July, 2006.

S/_____
Miguel Thomas Gonzalez, President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/26/1997
971063247 – 2107710

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
ENVIRONMENTAL ALTERNATIVES CORP.

Adopted in accordance with the provisions
Of Section 242 of the General Corporation
Law of the State of Delaware

I, Randolph Leidl, president and secretary of Environmental Alternatives Corp. (the "Corporation"), a corporation existing under the laws of the State of Delaware do hereby certify as follows:

FIRST: That the Certificate of Incorporation, as amended, of said corporation has been amended as follows:

1. By striking out the whole of Article FIRST thereof as it now exists and inserting in lieu thereof a new Article FIRST to read in its entirety as follows:

FIRST: The name of the corporation is HEALTHSPAN, INC (the "Corporation").

SECOND: That such amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware ("G.L.C.") by obtaining the written consent of the holders of the majority of the stock of Environmental Alternatives Corp. entitles to vote at a meeting of stockholders pursuant to Section 228 of the G.L.C.

IN WITNESS WHEREOF, we, the undersigned, have executed and subscribed this certificate this 14 day of February, 1997.

Randolph Leidl, President S/_____

ATTEST:
Randolph Leidl, Secretary S/_____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 02/20/1996
960047897 – 2101771

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
GLOBAL ALTERNATIVES CORP.

Adopted in accordance with the provisions
Of Section 242 of the General Corporation
Law of the State of Delaware

I, Randolph Leidl, president and secretary of Global Alternatives Corp. (the "Corporation"), a corporation existing under the laws of the State of Delaware do hereby certify as follows:

FIRST: That the Certificate of Incorporation, as amended, of said corporation has been amended as follows:

2. By striking out the whole of Article FIRST thereof as it now exists and inserting in lieu thereof a new Article FIRST to read in its entirety as follows:

FIRST: The name of the corporation is ENVIRONMENTAL ALTERNATIVES CORP. (the "Corporation").

SECOND: That such amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware ("G.L.C.") by obtaining the written consent of the holders of the majority of the stock of Global Alternatives Corp. entitles to vote at a meeting of stockholders pursuant to Section 228 of the G.L.C.

IN WITNESS WHEREOF, we, the undersigned, have executed and subscribed this certificate this 15 day of February, 1996.

Randolph Leidl, President S/_____

ATTEST:
Randolph Leidl, Secretary S/_____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/10/1995
950104046 – 2101771

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
VIDEO DELIVERY, INC.

Video Delivery, Inc, a corporation organized and existing under and by virtue of the general corporation law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation be amended to read as follows:

FIRST: The name of the corporation shall be:
Global Alternatives Corporation

SECOND: That the said amendment has been consented to and authorized by the holders of a majority of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the general Corporation law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Randolph F. Leidle on this _____ day of May A.D. 1995.

Randolph F. Leidle S/_____
Authorized Officer

706259008
FILED
September 17, 1986

CERTIFICATE OF INCORPORATION
OF
VIDEO DELIVERY, INC

The undersigned, being of legal age, in order to form a corporation under and pursuant to the laws of the State of Delaware, does hereby set forth as follows:

FIRST: The name of the corporation is VIDEO DELIVERY, INC.

SECOND: The address of the initial registered office and registered agent in this state is c/o United Corporate Services, Inc., 410 South State Street, in the City of Dover, County of Kent, State of Delaware 19901 and the name of the registered agent at said address is United Corporate Services, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the corporation laws of the State of Delaware.

FOURTH: The Corporation shall be authorized to issue the following shares:

CLASS	NUMBER OF SHARES	PAR VALUE
Common	600,000,000	$.00001

FIFTH: The name and address of the incorporator are as follows:

NAME	ADDRESS
Ray A. Barr	9 East 40th Street New York, New York 10016

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

(1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders:

(a) To make, alter, amend, change, add to or repeal the By-Laws of the corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.
(b) To determine from time to time whether, and to what times and places, and under what conditions the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders.

(1) The directors in their discretion may substitute any contract or act for approval or ratification at any annual meeting of the stockholders or at any meetings of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

(2) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: No directors shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation

Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as amended from time to time. The corporation shall indemnify to the fullest extent permitted by Sections 102(b)(7) and 145 of the Delaware General Corporation Law, as amended from time to time, each person that such Sections grant the corporation the power to indemnify.

EIGHTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 Title 8 of the Delaware Code order meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officer; are subject to this reserved power.

IN WITNESS WHEREOF, the undersigned hereby executes this document and affirms that the facts set forth herein are true under the penalties of perjury this sixteenth day of September, 1986.

Ray A. Barr, Incorporator S/_____

EXHIBIT 3.2 TO FORM 10

BYLAWS OF CLEAN COAL TECHNOLOGIES, INC.
A Nevada Corporation

ARTICLE I OFFICES

The principal office of the corporation shall be designated from time to time by the corporation and may be within or outside of Nevada. The corporation may have such other offices, either within or outside Nevada, as the board of directors may designate or as the business of the corporation may require from time to time. The registered office of the corporation required by the General Corporation Law of Nevada to be maintained in Nevada may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II SHAREHOLDERS

Section 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held on a date and at a time fixed by the board of directors of the corporation (or by the president in the absence of action by the board of directors), for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors is not held on the day fixed as provided herein, for any annual meeting of the shareholders, or any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as it may conveniently be held.

Section 2. SPECIAL MEETINGS. Unless otherwise prescribed by statute, special meetings of the shareholders may be called for any purpose by the president or by the board of directors. The president shall call a special meeting of the shareholders if the corporation receives one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by holders of shares representing at least ten percent of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

Section 3. PLACE OF MEETING. The board of directors may designate any place or telephonically, either within or outside Nevada, as the place for any annual meeting or any special meeting called by the board of directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside Nevada, as the place for such meeting. If no designation is made, or if a special meeting is called other than by the board, the place of meeting shall be the principal office of the corporation.

Section 4. NOTICE OF MEETING. Written notice stating the place, date, and hour of the meeting shall be given not less than ten, nor more than sixty days before the date of the meeting, except if any other longer period is required by the General Corporation Law of Nevada. The secretary shall be required to give such notice only to shareholders entitled to vote at the meeting except as otherwise required by the General Corporation Law of Nevada. Notice of a special meeting shall include a description of the purpose or purposes of the meeting. Notice of an annual meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the articles of incorporation of the corporation, (ii) a merger or share exchange in which the corporation is a party and, with respect to a share exchange, in which the corporation's shares will be acquired, (iii)a sale, lease, exchange or other disposition, other than in the usual and regular course of business, of all or substantially all of the property of the corporation or of another entity which this corporation controls, in each case with or without the goodwill, (iv) a dissolution of the corporation, (v) restatement of the articles of incorporation, or (vi) any other purpose for which a statement of purpose is required by the General Corporation Law of Nevada. Notice shall be given personally or by mail, private carrier, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, properly addressed to the shareholder at his address as it appears in the corporation's current record of shareholders, with first class postage prepaid. If notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and to be effective when sent. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at corporate expense. No notice need be sent to any shareholder if three successive notices mailed to the last known address of such shareholder have been returned as undeliverable until such time as another address for such shareholder is made known to the corporation by such

shareholder. In order to be entitled to receive notice of any meeting, a shareholder shall advise the corporation in writing of any change in such shareholder's mailing address as shown on the corporation's books and records.
When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time or place if the new date, time or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business, which may have been transacted at the original meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting as of the new record date. A shareholder may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such shareholder. Such waiver shall be delivered to the corporation for filing with the corporate records, but this delivery and filing shall not be conditions to the effectiveness of the waiver. Further, by attending a meeting either in person or by proxy, a shareholder waives objection to lack of notice or defective notice of the meeting unless the shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the shareholder also waives any objection to any consideration at the meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the shareholder objects to considering the matter when it is presented.

5. FIXING OF RECORD DATE. For the purpose of determining shareholders entitled to (i) notice of or vote at any meeting of shareholders or any adjournment thereof, (ii) receive distributions or share dividends, (iii) demand a special meeting, or (iv) make a determination of shareholders for any other proper purpose, the board of directors may fix a future date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days, and, in case of a meeting of shareholders, not less than ten days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed by the directors, the record date shall be the day before the notice of the meeting is given to shareholders, or the date on which the resolution of the board of directors providing for a distribution is adopted, as the case may be. When a determination of shareholders entitled to vote at any meeting of shareholders is made as provided in this section, such determination shall apply to any adjournment thereof unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. Unless otherwise specified when the record date is fixed, the time of day for such determination shall be as of the corporation's close of business on the record date.
Notwithstanding the above, the record date for determining the shareholders entitled to take action without a meeting or entitled to be given notice of action so taken shall be the date a writing upon which the action is taken is first received by the corporation. The record date for determining shareholders entitled to demand a special meeting shall be the date of the earliest of any of the demands pursuant to which the meeting is called.

Section 6. VOTING LISTS. After a record date is fixed for a shareholders' meeting, the secretary shall make, at the earlier of ten days before such meeting or two business days after notice of the meeting has been given, a complete list of the shareholders entitled to be given notice of such meeting or any adjournment thereof. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be in alphabetical order within each class or series, and shall show the address of and the number of shares of each class or series held by each shareholder. For the period beginning the earlier of ten days prior to the meeting or two business days after notice of the meeting is given and continuing through the meeting and any adjournment thereof, this list shall be kept on file at the principal office of the corporation, or at a place (which shall be identified in the notice) in the city where the meeting will be held. Such list shall be available for inspection on written demand by any shareholder (including for the purpose of this Section 6 any holder of voting trust certificates) or his agent or attorney during regular business hours and during the period available for inspection. The original share transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders. Any shareholder, his agent or attorney may copy the list during regular business hours and during the period it is available for inspection, provided (i) the shareholder has been a shareholder for at least three months immediately preceding the demand or holds at least five percent of all outstanding shares of any class of shares as of the date of the demand, (ii) the demand is made in good faith and for a purpose reasonably related to the demanding shareholder's interest as a shareholder, (iii) the shareholder describes with reasonable particularity the purpose and the records the shareholder desires to inspect, (iv) the records are directly connected with the described purpose, and (v) the shareholder pays a reasonable charge

covering the costs of labor and material for such copies, not to exceed the estimated cost of production and reproduction.

Section 7. RECOGNITION PROCEDURE FOR BENEFICIAL OWNERS. The board of directors may adopt by resolution a procedure whereby a shareholder of the corporation may certify in writing to the corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution may set forth (i) the types of nominees to which it applies, (ii) the rights or privileges that the corporation will recognize in a beneficial owner, which may include rights and privileges other ting, (iii) the form of certification and the information to be contained therein, (iv) if the certification is with respect to a record date, the time within which the certification must be received by the corporation, (v) the period for which the nominee's use of the procedure is effective, and (vi) such other provisions with respect to the procedure as the board deems necessary or desirable. Upon receipt by the corporation of a certificate complying with the procedure established by the board of directors, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the registered holders of the number of shares specified in place of the shareholder making the certification.

8. QUORUM AND MANNER OF ACTING. A majority of the votes entitled to be cast on a matter by a voting group represented in person or by proxy, shall constitute a quorum of that voting group for action on the matter. If less than a majority of such votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice, for a period not to exceed 120 days for any one adjournment. If a quorum is present at such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, unless the meeting is adjourned and a new record date is set for the adjourned meeting. If a quorum exists, action on a matter other than the election of directors by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless the vote of a greater number or voting by classes is required by law or the articles of incorporation.

9. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy by signing an appointment form or similar writing, either personally or by his duly authorized attorney-in-fact. A shareholder may also appoint a proxy by transmitting or authorizing the
transmission of a facsimile or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy, or to the corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the shareholder transmitted or authorized the transmission of the appointment. The proxy appointment form or similar writing shall be filed with the secretary of the corporation before or at the time of the meeting. The appointment of a proxy is effective when received by the corporation and is valid for eleven months unless a different period is expressly provided in the appointment form or similar writing. Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used. Revocation of a proxy does not affect the right of the corporation to accept the proxy's authority unless (i) the corporation had notice that the appointment was coupled with an interest and notice that such interest is extinguished is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment, or (ii) other notice of the revocation of the appointment is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. Other notice of revocation may, in the discretion of the corporation, be deemed to include the appearance at a shareholders' meeting of the shareholder who granted the proxy and his voting in person on any matter subject to a vote at such meeting.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. The corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the shareholder (including a shareholder who is a successor to the shareholder who granted the proxy) either personally or by his attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the shareholder to another person not to revoke the appointment. Subject to Section 11 and any express limitation on the proxy's authority appearing on the appointment form, the corporation is entitled to accept the proxy's vote or other action as that of the shareholder

making the appointment.

Section 10. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote, except in the election of directors, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the articles of incorporation as permitted by the General Corporation Law of Nevada. Cumulative voting shall not be permitted in the election of directors or for any other purpose. Each record holder of shares shall be entitled to vote in the election of directors and shall have as many votes for each of the shares owned by him as there are directors to be elected and for whose election he has the right to vote.

At each election of directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, shall be elected to the board of directors. Except as otherwise ordered by a court of competent jurisdiction upon a finding that the purpose of this Section would not be violated in the circumstances presented to the court, the shares of the corporation are not entitled to be voted if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and the first corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation except to the extent the second corporation holds the shares in a fiduciary capacity. Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares.

Section 11. CORPORATION'S ACCEPTANCE OF VOTES. If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and give it effect as the act of the shareholder. If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and to give it effect as the act of the shareholder if:

(1) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

(ii) the name signed purports to be that of an administrator, executor, guardian or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(iii) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(iv) the name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(v) two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-tenants or fiduciaries, and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or

(vi) the acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the corporation that are not inconsistent with this Section 11.

The corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

Neither the corporation nor its officers nor any agent who accepts or rejects a vote, consent, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

Section 12. INFORMAL ACTION BY SHAREHOLDERS. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by shareholders holding at least that proportion of the voting power necessary to approve such action and received by the corporation. Such consent shall have the same force and effect as a vote of the shareholders and may be stated as such in any document. Action taken under this Section 12 is effective as of the date the last writing necessary to effect the action is received by the corporation, unless all of the writings specify a different effective date, in which case such specified date shall be the effective date for such action. The record date for determining shareholders entitled to take action without a meeting is the date the corporation first receives a writing upon which the action is taken. Any shareholder who has signed a writing describing and consenting to action taken pursuant to this Section 12 may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the corporation before the effectiveness of the action.

13. MEETINGS BY TELECOMMUNICATION. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. GENERAL POWERS. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors, except as otherwise provided in the General Corporation Law of Nevada or the articles of incorporation.

Section 2. NUMBER, QUALIFICATIONS AND TERM. The number of directors of the corporation may be fixed from time to time by the board of directors, within a range of no less than one or more than fifteen, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director shall be a natural person who is eighteen years of age or older. A director need not be a resident of Nevada or a shareholder of the corporation. Directors shall be elected at each annual meeting of shareholders. Each director shall hold office until the next annual meeting of shareholders following his election and thereafter until his successor shall have been elected and qualified. Directors shall be removed in the manner provided by the General Corporation Law of Nevada. Any director may be removed by the shareholders of the voting group that elected the director, with cause, at a meeting called for that purpose in which a majority of the shareholders of the voting group is present. The notice of the meeting shall state that the purpose or one of the purposes of the meeting is removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

Section 3. VACANCIES. Any director may resign at any time by giving written notice to the secretary. Such resignation shall take effect at the time the notice is received by the secretary unless the notice specifies a later effective date. Unless otherwise specified in the notice of resignation, the corporation's acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the board of directors may be filled by the affirmative vote of a majority of the shareholders at a special meeting called for that purpose or by the board of directors. If the directors remaining in office constitute fewer than a quorum of the board, the directors may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If elected by the directors, the director shall hold office until the next annual shareholders' meeting at which directors are elected. If elected by the shareholders, the director shall hold office for the unexpired term of his predecessor in office; except that, if the director's predecessor was elected by the directors to fill a vacancy, the director elected by the shareholders shall hold office for the unexpired term of the last predecessor elected by the shareholders.

Section 4. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without notice immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide by resolution the time and place, either within or outside Nevada, for the holding of additional regular meetings without other notice.

Section 5. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two of the directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or outside Nevada, as the place for holding any special meeting of the board of directors called by them.

Section 6. NOTICE. Notice of the date, time and place of any special meeting shall be given to each director at least two days prior to the meeting by written notice either personally delivered or mailed to each director at his business address, or by notice transmitted by private courier, electronically transmitted facsimile or other form of wire or wireless communication. If mailed, such notice shall be deemed to be given and to be effective when deposited in the United States mail, properly addressed, with first class postage prepaid. If notice is given by electronically transmitted facsimile or other similar form of wire or wireless communication, such notice shall be deemed to be given and to be effective when sent. If a director has designated in writing one or more reasonable addresses or facsimile numbers for delivery of notice to him, notice sent by mail, electronically transmitted facsimile or other form of wire or wireless communication shall not be deemed to have been given or to be effective unless sent to such addresses or facsimile numbers, as the case may be. A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions to the effectiveness of the waiver. Further, a director's attendance at or participation in a meeting waives any required notice to him of the meeting unless at the beginning of the meeting, or promptly upon his later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. QUORUM. A majority of the number of directors fixed by the board of directors pursuant to Article III, Section 2 or, if no number is fixed, a majority of the number in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 8. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 9. COMPENSATION. By resolution of the board of directors, any director may be paid any one or more of the following: his expenses, if any, of attendance at meetings, a fixed sum for attendance at each meeting, a stated salary as director, or such other compensation as the corporation and the director may reasonably agree upon. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 10. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter is taken shall be presumed to have assented to all action taken at the meeting unless (i) the director objects at the beginning of the meeting, or promptly upon his arrival, to the holding of the

meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or (iii) the director causes written notice of his dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the secretary promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 11. COMMITTEES. By resolution adopted by a majority of all the directors in office when the action is taken, the board of directors may designate from among its members an executive committee and one or more other committees, and appoint one or more members of the board of directors to serve on them. To the extent provided in the resolution.
Sections 4, 5, 6, 7, 8 or 12 of Article III, which govern meetings, notice, waiver of notice, quorum, voting requirements and action without a meeting of the board of directors, shall apply to committees and their members appointed under this Section 11.
Neither the designation of any such committee, the delegation of authority to such committee, nor any action by such committee pursuant to its authority shall alone constitute compliance by any member of the board of directors or a member of the committee in question with his responsibility to conform to the standard of care set forth in Article III, Section 14 of these bylaws.

Section 12. INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken at a meeting of the directors or any committee designated by the board of directors may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by all of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document. Unless the consent specifies a different effective time or date, action taken under this Section 12 is effective at the time or date the last director signs a writing describing the action taken, unless, before such time, any director has revoked his consent by a writing signed by the director and received by the president or the secretary of the corporation.

Section 13. TELEPHONIC MEETINGS. The board of directors may permit any director (or any member of a committee designated by the board) to participate in a regular or special meeting of the board of directors or a committee thereof through the use of any means of communication by which all directors participating in the meeting can hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 14. STANDARD OF CARE. A director shall perform his duties as a director, including without limitation his duties as a member of any committee of the board, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated. However, he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance warranted. A director shall not be liable to the corporation or its shareholders for any action he takes or omits to take as a director if, in connection with such action or omission, he performs his duties in compliance with this Section 14.

The designated persons on whom a director is entitled to rely are (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent matters presented, (ii) legal counsel, public accountant, or other person as to matters which the director reasonably believes to be within such person's professional or expert competence, or (iii) a committee of the board of directors on which the director does not serve if the director reasonably believes the committee merits confidence.

ARTICLE IV OFFICERS AND AGENTS

Section 1. GENERAL. The officers of the corporation shall be a chief executive officer and/or president, a secretary and a treasurer, and may also include one or more vice presidents, each of which officer shall be appointed by the board of directors and shall be a natural person eighteen years of age or older. One person may hold more than one office. The board of directors or an officer or officers so authorized by the board may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary. Except as expressly prescribed by these bylaws, the board of directors or the officer or officers authorized by the board shall from time to time determine the procedure for the appointment of officers, their authority and duties and their compensation, provided that the board of directors may change the authority, duties and compensation of any officer who is not appointed by the board.

2. APPOINTMENT AND TERM OF OFFICE. The officers of the corporation to be appointed by the board of directors shall be appointed at each annual meeting of the board held after each annual meeting of the shareholders. If the appointment of officers is not made at such meeting or if an officer or officers are to be appointed by another officer or officers of the corporation, such appointments shall be made as determined by the board of directors or the appointing person or persons. Each officer shall hold office until the first of the following occurs: his successor shall have been duly appointed and qualified, his death, his resignation, or his removal in the manner provided in Section 3.

3. RESIGNATION AND REMOVAL. An officer may resign at any time by giving written notice of resignation to the president, secretary or other person who appoints such officer. The resignation is effective when the notice is received by the corporation unless the notice specifies a later effective date.

Any officer or agent may be removed at any time with or without cause by the board of directors or an officer or officers authorized by the board. Such removal does not affect the contract rights, if any, of the corporation or of the person so removed. The appointment of an officer or agent shall not in itself create contract rights.

4. VACANCIES. A vacancy in any office, however occurring, may be filled by the board of directors, or by the officer or officers authorized by the board, for the unexpired portion of the officer's term. If an officer resigns and his resignation is made effective at a later date, the board of directors, or officer or officers authorized by the board, may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the board of directors or officer or officers authorized by the board provide that the successor shall not take office until the effective date. In the alternative, the board of directors, or officer or officers authorized by the board of directors, may remove the officer at any time before the effective date and may fill the resulting vacancy.

5. PRESIDENT. The president shall preside at all meetings of shareholders and all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation, and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. Unless otherwise directed by the board of directors, the president shall attend in person or by substitute appointed by him, or shall execute on behalf of the corporation written instruments appointing a proxy or proxies to represent the corporation, at all meetings of the shareholders of any other corporation in which the corporation holds any shares. On behalf of the corporation, the president may in person or by substitute or by proxy execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the president, in person or by substitute or proxy, may vote the shares held by the corporation, execute written consents and other instruments with respect to such shares, and exercise any and all rights and powers incident to the ownership of said shares, subject to the instructions, if any, of the board of directors. The president shall have custody of the treasurer's bond, if any. The president shall have additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

Section 6. VICE PRESIDENTS. The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, if any (or, if more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office), shall powers and perform the duties of the president.

Section 7. SECRETARY. The secretary shall (i) prepare and maintain as permanent records the minutes of the proceedings of the shareholders and the board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation, and a record of all waivers of notice of meetings of shareholders and of the board of directors or any committee thereof, (ii) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law, (iii) serve as custodian of the corporate records and of the seal of the corporation and affix the seal to all documents when authorized by the board of directors, (iv) keep at the corporation's registered office or principal place of business a record containing the names and addresses of all shareholders in a form that permits preparation of a list of shareholders arranged by voting group and by class or series of shares within each voting group, that is alphabetical within each class or series and that shows the address of, and the number of shares of each class or series held by, each shareholder, unless such a record shall be kept at the office of the corporation's transfer agent or registrar, (v) maintain at the corporation's principal office the originals or copies of the corporation's articles of incorporation, bylaws, minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting for the past three years, all written communications within the past three years to shareholders as a group or to the holders of any class or series of shares as a group, a list of the names and business addresses of the current directors and officers, a copy of the corporation's most recent corporate report filed with the Secretary of State, and financial statements showing in reasonable detail the corporation's assets and liabilities and results of operations for the last three years, (vi) have general charge of the stock transfer books of the corporation, unless the corporation has a transfer agent, (vii) authenticate records of the corporation, and (viii) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors and/or shareholders may however respectively designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings. Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 8. TREASURER. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. Subject to the limits imposed by the board of directors, he shall receive and give receipts and acquittances for money paid in on account of the corporation, and shall pay out of the corporation's funds on hand all bills, payrolls and other just debts of the corporation of

whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account as required by the General Corporation Law of Nevada, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

ARTICLE V SHARES

Section 1. CERTIFICATES. The board of directors shall be authorized to issue any of its classes of shares with or without certificates. The fact that the shares are not represented by certificates, shall have no effect on the rights and obligations of shareholders. If the shares are represented by certificates, such shares shall be represented by consecutively numbered certificates signed, either manually or by facsimile, in the name of the corporation by the president. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, such certificate may nonetheless be issued by the corporation with the same effect as if he were such officer at the date of its issue. A11 certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the corporation. Each certificate representing shares shall state upon its face:

(i) That the corporation is organized under the laws of Nevada;

(ii) The name of the person to whom issued;

(iii) The number and class of the shares and the designation of the series, if any, that the certificate represents;

(iv) The par value, if any, of each share represented by the certificate;

(v) Any restrictions imposed by the corporation upon the transfer of the shares represented by the certificate.

If shares are not represented by certificates, within a reasonable time following the issue or transfer of such shares, the corporation shall send the shareholder a complete written statement of all of the information required to be provided to holders of uncertificated shares by the General Corporation Law of Delaware.

Section 2. CONSIDERATION FOR SHARES. Certificated or uncertificated shares shall not be issued until the shares represented thereby are fully paid. The board of directors may authorize the issuance of shares for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed or other securities of the corporation. Future services shall not constitute payment or partial payment for shares of the corporation. The promissory note of a subscriber or an affiliate of a subscriber shall not constitute payment or partial payment for shares of the corporation unless the note is negotiable and is secured by collateral, other than the shares being purchased, having a fair market value at least equal to the principal amount of the note. For purposes of this Section 2, “promissory note” means a negotiable instrument on which there is an obligation to pay independent of collateral and does not include a non-recourse note.

Section 3. LOST CERTIFICATES. In case of the alleged loss, destruction or mutilation of a certificate of stock, the board of directors may direct the issuance of a new certificate in lieu thereof upon such terms and conditions in conformity with law as the board may prescribe. The board of directors may in its discretion require an affidavit of lost certificate and/or a bond in such form and amount and with such surety as it may determine before issuing a new certificate.

Section 4. TRANSFER OF SHARES. Upon surrender to the corporation or to a transfer agent of the corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and receipt of such documentary stamps as may be required by law and evidence of compliance with all applicable securities laws and other restrictions, the corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate. Every such transfer of stock shall be entered on the stock books of the corporation, which shall be kept at its principal office or by the person and at the place designated by the board of directors.

Except as otherwise expressly provided in Article II, Sections 7 and 11, and except for the assertion of dissenters' rights to the extent provided in Article 113 of the Nevada General Corporation Law, the corporation shall be entitled to treat the registered holder of any shares of the corporation as the owner thereof for all purposes, and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares or rights deriving from such shares on the part of any person other than the registered holder, including without limitation any purchaser, assignee or transferee of such shares or rights deriving from such shares, unless and until such other person becomes the registered holder of such shares, whether or not the corporation shall have either actual or constructive notice of the claimed interest of such other person.

5. TRANSFER AGENT, REGISTRARS AND PAYING AGENTS. The board may at its on appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE VI INDEMNIFICATION OF CERTAIN PERSONS

Section 1. INDEMNIFICATION. For purposes of Article VI, a "Proper Person" means any person including the estate or personal representative of a director) who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The corporation shall indemnify any Proper Person against reasonably incurred expenses (including attorneys' fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 4 of this Article that he conducted himself in good faith and that he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interests, or (ii) in all other cases (except criminal cases), that his conduct was at least not opposed to the corporation's best interests, or (iii) in the case of any criminal proceeding, that he had no reasonable cause to believe his conduct was unlawful. Official capacity means, when used with respect to a director, the office of director and, when used with respect to any other Proper Person, the office in a corporation held by the officer or the employment, fiduciary or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the corporation. Official capacity does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement in (ii) of this Section 1. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirement of this section that he conduct himself in good faith.

No indemnification shall be made under this Article VI to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the Proper Person was adjudged liable to the corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he was adjudged liable on the basis that he derived an improper personal benefit. Further, indemnification under this section in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses,

including attorneys' fees, incurred in connection with the proceeding.

Section 2. RIGHT TO INDEMNIFICATION. The corporation shall indemnify any Proper Person who was wholly successful, on the merits or otherwise, in defense of any action, suit, or proceeding as to which he was entitled to indemnification under Section 1 of this Article VI against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 3. EFFECT OF TERMINATION OF ACTION. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 1 of this Article VI. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 2 of this Article VI.

Section 4. GROUPS AUTHORIZED TO MAKE INDEMNIFICATION DETERMINATION. Except where there is a right to indemnification as set forth in Sections 1 or 2 of this Article or where indemnification is ordered by a court in Section 5, any indemnification shall be made by the corporation only as determined in the specific case by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 1 of this Article. This determination shall be made by the board of directors by a majority vote of those present at a meeting at which a quorum is present, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained and the committee cannot be established, or even if a Quorum is obtained or the committee is designated and a majority of the directors constituting such Quorum or committee so directs, the determination shall be made by (i) independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in this Section 4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action) or (ii) a vote of the shareholders. Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

Section 5. COURT-ORDERED INDEMNIFICATION. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 2 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If a court determines that the Proper Person is entitled to indemnification under Section 2 of this Article, the court shall order indemnification, including the Proper Person's reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 1 of this Article or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 6. ADVANCE OF EXPENSES. Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 1 may be paid by the corporation to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed by Section 1 of this Article VI, (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 4 of this Article VI) that the facts as then known to the group would not preclude indemnification. Determination and authorization of payments shall be made

in the same manner specified in Section 4 of this Article VI.

Section 7. ADDITIONAL INDEMNIFICATION TO CERTAIN PERSONS OTHER THAN DIRECTORS. In addition to the indemnification provided to officers, employees, fiduciaries or agents because of their status as Proper Persons under this Article, the corporation may also indemnify and advance expenses to them if they are not directors of the corporation to a greater extent than is provided in these bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

Section 8. WITNESS EXPENSES. The sections of this Article VI do not limit the corporation's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made or named as a defendant or respondent in the proceeding.

ARTICLE VII INSURANCE

Section 1. PROVISION OF INSURANCE. By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as the board of directors deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him in that capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article VI or applicable law. Any such insurance may be procured from any insurance company designated by the board of directors of the corporation, whether such insurance company is formed under the laws of Nevada or any other jurisdiction of the United States or elsewhere, including any insurance company in which the corporation has an equity interest or any other interest, through share ownership or otherwise.

ARTICLE VIII MISCELLANEOUS

Section 1. SEAL. The board of directors may adopt a corporate seal, which shall contain the name of the corporation and the words, "Seal, Nevada."

Section 2. FISCAL YEAR. The fiscal year of the corporation shall be as established by the board of directors.

Section 3. AMENDMENTS. The board of directors shall have power, to the maximum extent permitted by the Nevada General Corporation Law, to make, amend and repeal the bylaws of the corporation at any regular or special meeting of the board. The shareholders also shall have the power to make, amend or repeal the bylaws of the corporation at any annual meeting or at any special meeting called for that purpose.

Section 4. RECEIPT OF NOTICES BY THE CORPORATION. Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the corporation when they are actually received: (1) at the registered office of the corporation in Nevada; (2) at the principal office of the corporation (as that office is designated in the most recent document filed by the corporation with the secretary of state for Nevada designating a principal office) addressed to the attention of the secretary of the corporation; (3) by the secretary of the corporation wherever the secretary may be found; or (4) by any other person authorized from time to time by the board of directors or the president to receive such writings, wherever such person is found.

Section 5. GENDER. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the feminine and neuter genders as the circumstances indicate.

Section 6. CONFLICTS. In the event of any irreconcilable conflict between these bylaws and either the corporation's articles of incorporation or applicable law, the latter shall control.

Section 7. DEFINITIONS. Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definition as in the General Corporation Law of Nevada.

EXHIBIT 4.01 TO FORM 10 - SPECIMEN STOCK CERTIFICATE

NUMBER	PAR VALUE $0.0001	SHARES
XXX		XXX

CLEAN COAL
TECHNOLOGIES, INC.
INCORPORATED UNDER THE LAWS OF THE
STATE OF NEVADA

COMMON STOCK

THIS CERTIFIES THAT

Is the owner of

Fully Paid and Non-Assessable Shares of Common Stock of Clean Coal Technologies, Inc.
transferable only on the books of the Corporation by the holder hereof in
person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

President	CORPORATE SEAL	Secretary

Countersigned:
Florida Atlantic Stock Transfer, Inc.
7130 Nob Hill Road
Tamarac, FL 33321

EXHIBIT 10.1 TO FORM 10

Umbrella Agreement Between The Benham Companies, LLC And Clean Coal Technologies, Inc. For The Provision of Engineering, Procurement and Construction Services And To Establish

A Revenue Sharing Toll Arrangement

Rev 7, August 21, 2008

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1.0 BACKGROUND

Clean Coal Technologies, Inc. is the owner of a patented process that removes up to 90% of the impurities, contaminants and other polluting elements inherent in coal, resulting in a more efficient, clean-burning fuel source. Science Applications International Corporation (SAIC), parent company of The Benham Companies, LLC (BENHAM) has supported Clean Coal Technologies, Inc. (CCTI), since 1987 in the development of a proprietary technology (Technology) to pre-process solid coal in a manner to remove certain pollutants along with excess moisture prior to use as fuel in coal-fired power plants. CCTI has recently requested that SAIC through BENHAM provide a proposal to provide all engineering, procurement and construction (EPC) services related to the application of this Technology in the U.S. as well as non-U.S locations, including China.

During preliminary meetings in Mclean, Virginia and Oklahoma City, Oklahoma, CCTI and SAIC briefed Benham on the basic concepts envisioned for the Technology and desire to construct processing plants in the U.S. as well as non-U.S. locations, specifically China.

2.0 CURRENT STATUS OF TECHNOLOGY AND UNIQUE PROJECT CONSIDERATIONS

During meetings in Oklahoma City on October 29 and 30, 2007, CCTI provided to Benham current patent information (patent number US 6,447,559 B1 issued Sept 10, 2002) related to the Technology. The patent information describes the basic concept of processing coal through multiple stages of heating zones to sequentially drive off moisture and various other compounds. The specific method of processing the coal i.e., vessels, structures, motive forces, heat sources, burner designs and heat recovery systems were not specified.

After discussing the process with CCTI during the referenced meeting, Benham has concluded that a considerable amount of research/development and custom engineering will be required to achieve the goals outlined in the patent application and conveyed by CCTI personnel. The Technology can be divided into individual processes, each with multiple engineering challenges as follows:

2.1 Selection and design of optimum structure for heating the coal in multiple stages at a controlled rate, i.e.:
- 2.1.1 Inclined rotary vessel, vertical tower with inclined feeders, static designs with moving conveyance, etc.
- 2.1.2 Basic requirement is to heat the coal to prescribed temperatures at prescribed rate without introducing oxygen into the process

2.2 Selection and design of proper handling and conveyance method to be used to move the coal through the process including:
- 2.2.1 Handling of the coal to prevent excessive physical destruction
- 2.2.2 Withstanding of high temperature environment
- 2.2.3 Ease of sealing against introduction of air
- 2.2.4 Controllability

2.3 Selection and design of method of introducing heat to high temperature zone(s). During the initial discussions, Benham performed heat input calculations that indicate the process will be likely be too expensive if purchased or self-generated electricity is required for the heat source. The viability of the process will likely hinge on the design of a heating system using a slip stream of the processed coal as the fuel source. The design of this burner as a closed radiant system will present special challenges.

2.4 Selection and design of heat recovery methodology. As noted in 2.3, the energy consumption of the process will be critical to a successful business plan. Issues include:
- 2.4.1 Minimization of the amount of processed coal diverted to the heating process
- 2.4.2 Efficient heat recovery process that achieves maximum re-use of the heat from the high temperature zones to the low temperature zones without introduction of air
- 2.4.3 Proper handling of the fly ash issues.

2.5 Selection and design of process to recover hydrocarbons and other coal pollutants. Custom separation vessels may be required to address the specific chemistry

encountered.

Based on the above issues, the project will require creative, unique, custom designs for each of the challenges described, as opposed to a straightforward process/application engineering project where existing unit processes are applied to the overall project.

The requirement for this design approach is further discussed in the Compensation section of this proposal.

3.0 PROJECT APPROACH

Benham proposes to provide EPC services to CCTI on a phased basis. The phases are as outlined below. Benham and CCTI (or its designated in-country partner or customer) will execute a separate EPC or Design/Construction Management contract for each Location-Specific plant. The specific EPC or Design/Construction Management contract will contain all typical terms and conditions for design and construction; however, the project approach and compensation shall be as follows:

- Phase 1 Conceptual Design- Basic Process Unit

Upon identification of a CCTI customer for Location-Specific Plants, Benham will proceed with additional phases as follows:

- Phase 2 Conceptual Design- Location-Specific Plant
- Phase 2A Feasibility Report For Location-Specific Plant and Revised Patent Application Support
- Phase 3 Preliminary Design- Location-Specific Plant
- Phase 4 EPC –Location-Specific Plant
- Phase 5 Commissioning and Optimization Location-Specific Plant
- Additional Phases (repeat of Phases 4 and 5) for expanded capacity at Location-Specific Plant

3.1 Phase 1- Conceptual Design of Process Unit Rated at 30 Tons Per Hour (Coal Input).

This Phase does not include coal receiving and handling or coal handling after processing.

* Basic Process Unit Design
  * Structural Layout
  * Internal feeder conveyor concept including refractory issues
  * Heat source and burner concept
  * Heat recovery concept
  * Gas recovery concept
  * Process unit control concept

* Process Flow Diagram for Single Process Unit
  * Heat and Material Balance
  * Utility Requirements Diagrams

* Conceptual Equipment Data Sheets
* Conceptual Cost Estimate

1.2 Phase 2- Conceptual Design of Location-Specific Plant

This phase will consist of applying the Process Unit Design developed in Phase 1 to develop a concept for the overall Location-Specific Plant

- Determine number of process units required for initial design production capacity
- Conceptual Plant Layout
- Layout of coal receiving and distribution to process units
- Layout of processed coal distribution to load-out station
- Determination of plant utility requirements
- Conceptual Project Schedule
- Conceptual Plant Cost Estimate

1.2 Phase 2A- Feasibility Study as Required by Specific Customers

This phase will consist of utilizing the information developed in Phases 1 and 2 above to provide the Feasibility Studies as may be required by specific customers. The content of any particular feasibility will vary. An example of such Feasibility Study for a China customer is outlined in the Table of Contents shown in Attachment 1. The Feasibility Study will consist of a joint effort between Benham/SAIC, CCTI and CCTI's particular customer or Partner. The assumed responsible party for each element of the Feasibility Study is indicated in Attachment 1.

3.4 Phase 3 Preliminary Design of Location-Specific Plant

Based on the approved Concept Design, Benham will proceed with the Preliminary Design of the Location-Specific Plant. During this phase, all documents will be advanced to a stage suitable for refining the cost estimate to the point of obtaining approval to begin equipment procurement and final EPC. The activities include:

* Refine all conceptual documents
* Gather all detail site information
* Process Flow Diagrams are advanced to Piping and Instrumentation Diagrams (P&ID's)
* Plant Layout is Finalized
* Preliminary Civil, Structural, Mechanical and Electrical Plans and Details
* Equipment Specifications and Data Sheets Finalized
* Instrument Specifications Finalized
* Functional Specification for integrating the Basic Process Unit Control System into a plant-wide control and monitoring system for the Location-specific Plant indicating all control and monitoring requirements, Human-Process interfaces and equipment specifications
* Initiate Coordination with Local Authorities- Environmental, Safety and Building Permits
* Updated Cost Estimate for approval for final EPC
* Prepare Detail Project schedule

3.5 Phase 4- Final Engineering and Construction

* Equipment Procurement Process initiated
* Negotiations/Selection of Equipment Fabricators
* Negotiations/Selection of Non-U.S. Design and Construction Partners (if required)
* Final Process Engineering- Benham
* Final Balance of Plant Engineering- Non U.S. Partner/Design Institute (if required)
* Prepare Commissioning Plan
* Coordination with Local Authorities for required permits
* Site Mobilization and early site work
* Coordination of imports
* Oversight of Balance of Plant design by Non-U.S Partner/ Design Institute (if required)
* Construction/Equipment Installation by Benham as an EPC contractor or through a Construction Management Agreement with Benham whereby equipment and labor contracts held by CCTI, its in-country partner or customer as designated by CCTI.

3.6 Phase 5- Commissioning and Optimization of Location-Specific Plant

After completion of construction, Benham will commission all systems in accordance with the Commissioning Plan prepared during Phase 6 to assure proper operation in accordance with design intent before turnover for production.

After successful Commissioning, the Location-Specific Plant will be turned over for production start-up. During the initial phases of production, Benham will participate with CCTI in the Plant Optimization Phase to achieve ramp-up to full production level in the minimum period.

4.0 Compensation

1.1 Concept Phases

For each Location-Specific Plant identified by CCTI, Benham will perform the services outlined in Phases 1 and 2 on an hourly basis in accordance with Attachment 2, Schedule of Hourly Rates. We estimate the total fee per location for Phases 1, 2 and 2A to be between $100,000 and an upper limit of $500,000, excluding any international travel.

1.2 EPC Pricing

Benham proposes that EPC pricing for Location-Specific Plants be based on a combination of direct cost of labor and material plus fees to cover general conditions, engineering, overhead and profit. The standard fees shown below are estimates at this time and will be refined after the Concept Phase to reflect the actual scope and complexity of the project:

Equipment Cost	Based on open book bids obtained by Benham
Labor and Material Subcontracts	Based on open book bids obtained by Benham
Equipment and Labor Contingency	As Agreed by CCTI
General Conditions for Construction Management (Construction supervision, procurement, project controls plus miscellaneous cost not included in trade subcontracts)	8.0 Percent of Equipment and Labor Cost
Engineering	10.0 Percent of Bottom Line EPC Cost

Construction Overhead	5.0 Percent of all above
Construction Profit	8.0 Percent of above (excluding engineering and labor portion of construction management)

Travel and living expenses are not included and will be reimbursed at cost plus 10 percent.

1.3 Construction Management Pricing

In particular locations where it is not practical from a legal or business standpoint for Benham to provide full EPC services, the Location-Specific projects shall be executed using a Construction Management approach whereby:

Benham performs design as outlined in the EPC section above

Benham solicits bids and writes contracts for equipment, material and labor subcontracts as an agent of CCTI, its in-country partner or customer. The actual contracts will be held by CCTI, its in-country partner or customer as determined by CCTI.

Benham oversees all commissioning, start-up and ramp-up activities.

All fees for Construction Management services shall be same as outlined above for EPC contracting arrangement.

4.3 Billing and Escrow

An Escrow Agreement will be executed by and between The Benham Companies and CCTI for the purpose of funding anticipated project expenses. The escrow account will be set-up at a US bank that is mutually acceptable to both parties. Deposits will be made into the Escrow account by CCTI on the first business day of each month. Each monthly deposit will be made in an amount equal to the pro forma invoice submitted by Benham to CCTI seven (7) business days prior to the end of each month. The pro forma invoice will represent the forecasted cost for that month.

Benham will prepare and present to CCTI a monthly progress invoice no later than the 6th day of the month. Benham shall be paid from the escrow account no later than the 15th day of the same month.

4.4 Additional Consideration for EPC Pricing

As discussed in paragraph 2.0 above, successful implementation of the process Technology contemplated by CCTI will require the development by Benham of unique design solutions not currently available as standard technology. Development of these solutions will add value to the CCTI Technology. CCTI shall grant Benham, the right, without fee, to use and/or sell any such technology to any other party as long as the application does not compete with the CCTI Coal Processing Technology. CCTI would be eligible to receive a portion of the proceeds of any agreement that utilizes technology developed.

In recognition of the value to be provided by Benham toward the commercialization of the CCTI Coal Processing Technology, CCTI agrees to the following:

1) When the selection of an EPC Contractor for any future plants to be built utilizing CCTI Technology is within CCTI's control, CCTI shall contract with Benham on an exclusive basis for all EPC services. For instances when such selection is not within the sole control of CCTI, then CCTI shall make recommendations and assist Benham in any reasonable way to obtain the EPC contract.
2) Pay to Benham a toll of five percent of all gross revenues received by CCTI from the sale of the CCTI Technology, the operation of franchised plants utilizing the CCTI Technology or revenue received on any other basis that is related to the Technology described in this agreement. This clause will remain in effect for a period of 15 years, commencing from the date that CCTI receives its initial revenue stream from its China operations.

ACCEPTANCE OF PROPOSAL

Date _____ Date_____

CLEAN COAL TECHNOLOGIES, INC.	THE BENHAM COMPANIES, LLC
_____	_____
Doug Hague President & Chief Executive Officer	Kenneth A. Nelson Senior Vice President

JOINT VENTURE CONTRACT

Between

SHANXI POAR ENVIRONMENTAL HEAT ENERGY
ENGINEERING EQUIPMENT MANUFACTURING CO., LTD.

and

CLEAN COAL TECHNOLOGIES, INC.

for the establishment of

AOMEI (SHANXI) ENVIRONMENTAL CLEAN COAL TECHNOLOGIES CO., LTD.

October 19, 2007

JOINT VENTURE CONTRACT

CHAPTER 1. GENERAL PROVISIONS

1.1 This Joint Venture Contract (this "Contract") is made by and between Shanxi Poar Environmental Heat Energy Engineering Equipment Manufacturing Co., Ltd., a company organized and existing under the law of the People's Republic of China (the "PRC) ("Party A") and Clean Coal Technologies, Inc., a company organized and existing under the law of the State of Nevada, the United States of America (the "USA") ("Party B") for the establishment of joint venture company in Datong City, Shanxi Province, the PRC for the production of environmentally friendly fuel for industry and home use (the "JVC") according to the Law of the PRC on Sino-Foreign Equity Joint Venture and other relevant laws and regulations and after friendly consultations based on the principle of equality and mutual benefit.

CHAPTER 2. PARTIES TO THE CONTRACT

2.1 The Parties to this Contract are:

a) Shanxi Poar Environmental Heat Energy Engineering Equipment Manufacturing Co., Ltd., a company organized and existing under the law of the PRC with its legal address at No. 1 Yingxin Street, Mining District, Datong City 037003, Shanxi Province, PRC.

Legal Person Representative:

Name: Guo Lihua

Position: Chairman of the Board and General Manager

Nationality: Chinese

b) Clean Coal Technologies, Inc., a corporation duly incorporated and existing under the laws of Nevada, USA, with its principal place of business located at 12518 West Atlantic Blvd., Coral Springs, FL 33071, USA. .

Legal Person Representative:

Name: Larry Homer Hunt

Position: CEO and President

Nationality: USA

2.2 Each Party hereby represents and warrants that it possesses full power and authority to enter into this Contract and to perform its obligations hereunder and that the representative of each Party is fully authorized to sign this Contract.

CHAPTER 3. ESTABLISHMENT OF THE JVC

3.1 The JVC shall be established on the date when its business license is issued.

3.2 The name of the JVC shall be "□□□□□□□□□□□□□□□□□□□□" in Chinese and "Aomei (Shanxi) Environmental Clean Coal Technologies Co., Ltd. " in English.

3.3 The legal address of the JVC shall be Dangliuzhuang Town, Datong County, Datong City, Shanxi Province, PRC.

3.4 The JVC shall be a legal person under the laws of the PRC. The activities of the JVC shall be governed and protected by the laws and relevant rules and regulations of the PRC.

3.5 The form of organization of the JVC shall be a limited liability company. The liability of each Party shall be limited to the amount of its contribution to the registered capital of the JVC. The profits, risks and losses shall be shared by the Parties in proportion to their respective contribution to the registered capital of the JVC.

3.6 The JVC may establish necessary branch offices inside or outside of the PRC with the approval of the Board and the relevant authorities of the PRC.

CHAPTER 4. THE PURPOSE, SCOPE AND SCALE OF PRODUCTION AND OPERATION

4.1 The purpose of the JVC is to adopt advanced technologies and scientific management methods with the aim to improve economic benefit, bring satisfactory economic return to the investors and in the meanwhile make a contribution to the environmental improvement and economic development of the PRC.

4.2 The business scope of the JVC is to research, develop and manufacture clean coal and related products for industry and home use by utilizing the patented technologies of Party B only in Shanxi Province, the PRC.

4.3 The planned scale of production of the JVC is expected to be 3 Million metric tons of clean coal annually.

CHAPTER 5. TOTAL INVESTMENT AND REGISTERED CAPITAL

5.1 The total investment of the JVC is Ninety Million US Dollars (USD$90,000,000).

5.2 The registered capital of the JVC shall be Thirty Million US Dollars (USD $30,000,000), of which Party A shall contribute Thirteen Million Five Hundred Thousand US Dollars (USD

$13,500,000) in cash, representing forty five percent (45%) of the registered capital and Party B shall contribute Sixteen Million Five Hundred Thousand US Dollars (USD $16,500,000) in cash, representing fifty five percent (55%) of the registered capital.

5.3 Each Party shall make Fifteen Percent (15%) of its subscribed contribution within the first three (3) months and the remaining contribution within two (2) years after the date of establishment of the JVC.

5.4 After each contribution, certificates of verification will be issued in accordance with the procedures detailed in the Articles of Association of the JVC.

5.5 The Party which fails to make its contribution in the amount and according to the schedule set forth in Article 5.3 hereof shall pay the other Party a late penalty of 0.05% of the amount due per month starting from second month after the payment is due.

5.6 Any change in the registered capital or total investment shall be submitted to the examination and approval authority for approval. Other than the registered capital, the JVC may raise funds by itself or through other appropriate means to meet its operational needs both in and outside the PRC in accordance with relevant laws and regulations.

5.7 Either Party shall obtain the written approval of the other Party to assign to a third party all or any part of its equity interest in the JVC, which approval shall be deemed granted if the other Party does not approve such assignment and is not willing to purchase such assigned equity interest. In the event that either party intends to assign all or any part of its equity interest in the JVC to a third party, the other Party shall have the right of first refusal. The conditions of the assignment offered to a third party shall not be more favorable to those offered to the other Party.

5.8 Without prior written approval by the other Party, either Party shall not place any pledge, lien or any other encumbrance on all or any party of its equity interest in the JVC.

CHAPTER 6. RESPONSIBILITIES OF THE PARTIES

6.1 Party A shall have the following responsibilities:

a) apply for all governmental approvals, registrations, business license for the formation and operation of the JVC;

b) apply to the land and resource administration authority to obtain the land use right;

c) assist the JVC in the design, construction of the plant and facilities of the JVC;

d) assist the JVC in the import and export declaration and custom clearance;

e) assist the JVC in setting the recruiting of qualified Chinese management, technical and working personnel as well as other personnel as required for the normal operation of the JVC;

f) assist the JVC in obtaining a sufficient supply of water, gas and electricity, telecommunication facilities, transportation and other infrastructure requirements for the JVC;

g) assist the JVC in purchasing or leasing equipment, supplies, raw materials, office supply, transportation means and communication facilities;

h) assist expatriate employees of the JVC to obtain all necessary entry visas and work permits, and to assist in arranging lodging, transportation and medical facilities for such persons;

i) assist in applications for the maximization of all tax reductions, exemptions and other investment incentive available for the JVC;

j) implement and maintain policies, practices and controls with respect to IP and trademark protection, including confidentiality agreements, non-disclosure agreements, non-compete agreements, and access to proprietary information.

k) make its contribution to the registered capital in accordance with the amount, form and schedule set forth in Chapter 5 hereof; and

l) handle other matters entrusted by the JVC.

6.2 Party B shall have the following responsibilities:

a) select advanced and applicable machinery and equipment in the international market and provide relevant information for selection by the JVC;

b) assist in the design and layout of the JVC offices and facilities and recruiting various types of qualified expatriate working personnel as necessary;

c) provide technical personnel for the installation, testing and run-in of the equipment as well as production and inspection technicians;

d) provide training to the technical and working personnel of the JVC;

e) make its contribution to the registered capital in accordance with the amount, form and schedule set forth in Chapter 5 hereof; and

f) handle other matters entrusted by the JVC.

CHAPTER 7. BOARD OF DIRECTORS

7.1 The Board shall be the highest authority of the JVC. It shall discuss and determine all important issues regarding the JVC. The Board shall be established on the date when the business license of the JVC is issued.

7.2 The Board of Directors of the JVC shall consist of five (5) members, among whom two (2) shall be appointed by Party A and three (3) shall be appointed by Party B. The Chairman of the Board shall be appointed by Party B and the Vice Chairman of the Board shall be appointed the Party A.

The term of office of the Directors shall be three (3) years. A Director may serve consecutive terms if re-appointed by the appointing party.

The appointment and removal of any director shall be notified to the other Party and register with the registration authority.

7.3 The following matters shall be adopted by unanimous consent by the directors attending the Board meeting:

(a) Amendment to the Articles of Association of the JVC;

(b) Termination and dissolution of the JVC;

(c) Increase or assignment of the registered capital of the JVC;

(d) Merger with other economic organization or split-up;

(e) Extension of the term of the JVC;

(F) Other matters that require unanimous consent by the Board as set forth in this Contract or the Articles of Association of the JVC.

Other matters not listed above shall be adopted by the affirmative votes by three (3) directors of the Board attending either in person or by proxy.

7.4 The Chairman of the Board shall be the legal representative of the JVC. In the event that the Chairman is unable to perform his/her duties, the Chairman shall authorize another director to exercise his/her responsibilities. If the Chairman fails to make such authorization, the Vice Chairman shall exercise his/her responsibilities.

7.5 The Board of Directors shall convene and hold at least one (1) regular meeting each year. The meeting shall be called and presided over by the Chairman of the Board. Upon requests by two (2) directors, a special meeting of the Board of Directors shall also be convened by the Chairman.

All meetings of the Board shall be called upon ten (10) days prior written notice given to all directors, with the date, time, place and agenda of the meeting indicated together.

7.6 A quorum at a Board meeting requires at least four (4) directors present at the meeting in person or by proxy. Each director shall have one (1) vote.

7.7 Each Party shall have the obligation to cause the directors that it appoints to attend the Board meetings in person or by proxy in the event he/she is unable to attend in person. The

representative attending a Board meeting by proxy shall have the same right as the director who give the proxy. Absence in attending a Board meeting shall be deemed a waiver of his/her voting rights at such meeting.

7.8 Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting by a written resolution if such resolution is sent to all members of the Board of Directors and affirmatively signed and adopted by all directors if unanimity is required or by a majority of the directors if unanimity is not required.

7.9 Directors not serving on the management positions of the JVC shall not be compensated by the JVC for their services as a director. However, directors shall be reimbursed by the JVC for all expenses incurred in connection with their attendance of meetings of the Board.

7.10 The minutes of a meeting of the Board of Directors shall be signed by the directors attending the meeting in both Chinese and English and kept by the JVC.

CHAPTER 8. SUPERVISOR

8.1 The JVC shall have one (1) supervisor. Directors and senior management personnel shall not hold the post of supervisor concurrently. The term of office of the supervisor shall be three (3) years and a supervisor can serve consecutive terms if reappointed.

8.2 The Supervisor shall exercise the following duties and powers:

(a) inspect the finances of the JVC;

(b) supervise the performance of duties by directors and senior management personnel and propose to remove a director or senior management personnel who violates the provision of the laws and administrative regulations and the Articles of Association of the JVC or the resolutions of the Board of Directors;

(c) require a director or senior management personnel who acts against the interests of the JVC to make correction;

(d) propose to convene a special Board meeting, convene and chair a Board meeting when the board of directors fails to convene and chair a meeting in accordance with the provisions herein;

(e) make proposals at the Board meetings;

(f) file a lawsuit against a director or senior management personnel in accordance with relevant laws; and

(g) other duties and powers stipulated in the Articles of Association of the JVC.

8.3 The Supervisor may attend meetings of the Board of directors and query resolutions of the board of directors or give suggestions. The Supervisor may conduct investigation upon

discovering irregularities in the business operations and may appoint an accounting firm to assist in the investigation if necessary and expenses therefore shall be borne by the JVC.

CHAPTER 9. MANAGEMENT ORGANIZATION

9.1 The JVC shall have a management organization to be responsible for the day to day operation and management of the JVC. The management organization shall have one (1) General Manager whom shall be nominated by Party A. The JVC shall have three (3) Deputy General Managers whom shall be jointly nominated by both Parties through consultation. The General Manager and Deputy General Managers shall be appointed by the Board of Directors and each shall serve a term of office of three (3) years. Upon reappointment, the General Manager and Deputy General Managers may serve consecutive terms.

9.2 The major responsibilities of the General Manager shall be to carry out the various decisions of the Board, to organize and lead the day-to-day business operation and management of the JVC. The Deputy General Managers shall provide assistance to the General Manager and carry out necessary duties and powers of the General Manager in his/her absence. The General Manager shall consult with the Deputy General Managers when making decisions on major issues.

9.3 The JVC shall have one (1) Financial Manager and one (1) Human Resources Manager whom shall be nominated by the General Manager and approved and appointed by the Board of Directors. The JVC management organization may have department managers to be responsible for the work in various departments of the JVC, handle matters assigned by and report to the General Manager and Deputy General Managers.

9.4 The General Manager and Deputy General Managers of the JVC shall not concurrently hold positions as the senior officer of any other economic organization, or participate in the competition of other economic organization against the JVC, unless specifically approved by the Board of Directors in writing.

9.5 The General Manager, Deputy General Managers and other senior management personnel of the JVC shall diligently perform their duties and responsibilities. The Board of Directors may, by a resolution adopted by the Board of Directors, at any time remove the General Manager, Deputy General Managers or any other senior officers for jobbery or material breach of duties.

CHAPTER 10. PURCHASE AND SALES

10.1 The raw materials, fuel, supplies, machinery and equipment, vehicles and office supply required by the JVC may be purchased either in China or in the international market at the discretion of the JVC.

10.2 The products of the JVC shall be sold through the existing channel of Party A and other channels jointly explored by both Parties and approved by the Board of Directors in the PRC.

CHAPTER 11. LABOR MANAGEMENT

11.1 Matters relating to the recruitment, employment, dismissal, resignation, wages, social insurance, welfare, bonus and penalty and other matters concerning the staff and workers of the JVC shall be governed by the relevant laws and regulations of the PRC and set forth in the employment contracts concluded between the JVC and the individual employee. The employment contract between the JVC and the employees shall be filed with the labor authority for record.

11.2 The employment, compensation, social insurance, welfare and benefits as well as travel expense standards of senior officers of the JVC nominated by the Parties shall be determined by the Board of Directors.

11.3 The employees of the JVC shall have the right to establish a labor union in accordance with the Law of the PRC on Labor Union. The JVC shall make monthly allocations to the fund of the labor union, and the labor union shall utilize the fund according to relevant laws.

11.4 The JVC Human Resources (HR) processes shall contain express IP protection policies including: (i) strong employment contracts (with non-compete and confidentiality provisions) for all key employees, (ii) policies for exit interviews and processes; (iii) education of employees about the importance of and policies for IP protection; and (iv) trade secret protection policies, including restricting access to sensitive information.

CHAPTER 12. FOREIGN EXCHANGE

12.1 All matters concerning foreign exchange for the JVC shall be handled according to the *Rules of the People's Republic of China on Foreign Exchange Control* and relevant provisions of administrative measures.

CHAPTER 13. FINANCIAL AFFAIRS, AUDIT AND TAXES

13.1 The financial and accounting system of the JVC shall be formulated in accordance with relevant Chinese laws and financial and accounting rules and regulations and in consideration of the conditions of the JVC, and then be filed with local financial departments and tax authorities for the record.

13.2 Renminbi shall be the standard currency for accounting of the JVC.

13.3 The financial year of the JVC shall begin January 1 st and end on December 31 st of the Gregorian calendar.

13.4 All vouchers, documents, statements, financial books and records shall be kept in both Chinese and English.

13.5 The JVC shall allocate for reserve fund, employee bonuses and welfare fund and enterprise development fund and the proportion of such allocations shall be decided by the Board of Directors based on the operational conditions of the JVC.

13.6 The JVC shall engage an accounting firm of certified public accountants registered in the PRC to audit the annual financial reports and statements of the JVC, and report the audit results to the Board of Directors and the General Manager.

Either party may, at its own discretion, engage a certified public accountant registered in other countries to audit the annual financials of the JVC at its own expenses and the JVC shall allow such audit to be conducted.

13.7 Within the first three months of each financial year, the General Manager shall organize for the preparation of the balance sheet, profit and loss statement and profit distribution plan for the previous year and submit to the meeting of the Board of Directors for review.

13.8 Within the first three (3) months upon the completion of each financial year, the Board of Directors may decide whether to distribute the profits of the JVC after payment of all taxes and allocation of various funds based on the actual condition of the JVC and the profits shall be distributed in proportion to Parties' contribution to the registered capital of the JVC.

Profits shall not be distributed unless the losses of previous years have been made up. Remaining profits from the previous year (or years) can be distributed together with the profit of the current year.

13.9 The employees of the JVC shall pay individual income tax according to the Individual Income Tax Law of the PRC. Foreign employees' legal income can be remitted to other countries after deduction of income tax. The JVC shall withhold and pay such taxes to relevant authorities in accordance with relevant Chinese laws.

13.10 The JVC shall report its income and remit tax payments to the tax authorities in accordance with the relevant Chinese laws.

13.11 All JVC expenses must be approved by the General Manager, or his authorized representative. All domestic business transactions should use invoices approved by the taxation authorities in China. All overseas (including Hong Kong and Macau) receipts must be acceptable for reimbursement under relevant accounting rules and regulations.

CHAPTER 14. INSURANCE

14.1 The insurance of the JVC shall be underwritten by an insurance carrier in China. The coverage, insured value and term of the insurance shall be determined by the Board of Directors of the JVC.

CHAPTER 15. TERM

15.1 The term of the JVC shall be twenty (20) years commencing on the issuance of its Business License.

15.2 Upon mutual agreement by both Parties and subject to the unanimous consent by the Board of Directors, an application for extension of the term of the JVC may be filed with the examination and approval authority for approval no less than six (6) months prior to the expiry of the term of the JVC.

CHAPTER 16. EARLIER TERMINATION AND DISSOLUTION

16.1 The JVC may be earlier terminated and dissolved if any of the following events occurs:

(a) The JVC is unable to continue operations due to heavy losses;

(b) The JVC is unable to continue operations due to the failure of either Party to fulfill its obligations under this Contract or the Articles of Association of the JVC;

(c) The JVC is unable to continue operations due to heavy losses caused by *force majeure*;

(d) The JVC is unable to achieve the desired objectives and there is no future for development;

(e) Both parties have reached agreement to dissolve the JVC;

(f) Other events for dissolution set forth in the Contract or the Articles of Association has occurred.

16.2 Upon occurrence of any of the events set forth in Article 16.2, either Party may request the Board of Directors to convene a meeting and discuss about the earlier termination of the JVC. The Chairman of the Board shall convene the meeting within thirty (30) days upon receipt of such request. All directors of the JVC are obliged to attend such meeting and each Party shall cause its appointed directors to vote for the termination and dissolution of the JVC.

CHAPTER 17. LIQUIDATION

17.1 Liquidation procedures shall be carried out upon dissolution of the JVC. The JVC shall form a liquidation committee in accordance with the provisions of the *Measures on Liquidation Procedures for Foreign Investment Enterprises*. The liquidation committee is in charge of the liquidation affairs. The liquidation expenses and remuneration to members of the liquidation committee shall be paid in priority from the existing assets of the JVC.

17.2 The tasks of the liquidation committee are to conduct a thorough check of the property of the JVC and its credits and debts, to prepare the balance sheet and assets list, to put forward the

basis on which the property is to be evaluated and calculated, and to formulate a liquidation plan to be carried out upon approval of the Board of Directors.

17.3 During the process of liquidation, the liquidation committee shall represent the JVC to sue or to be sued.

17.4 The JVC shall be liable for its debts within the limit of all its assets. The remaining assets after clearance of the debts shall be distributed to the Parties in proportion to each party's contribution to the registered capital of the JVC.

17.5 Upon completion of the liquidation, the liquidation committee shall submit a liquidation report to the Board of Directors for approval and, upon such approval, submitted to the original examination and approval authority, go through formalities for canceling its registration and hand in its business license to the original registration authority.

17.6 After dissolution of the JVC, all the account books and documents shall be maintained by Party A for free and Party B shall have the right to examine, review and copy any of such account books or documents.

CHAPTER 18. FORCE MAJEURE

18.1 In the event that either Party is unable to perform any or all of its obligations under this Contract due to force majeure such as earthquakes, typhoons, flood, fire, war, terrorism or any other instances which cannot be foreseen, prevented or controlled, the Party affected by such force majeure event shall immediately notify the other Party in writing and shall furnish within fifteen (15) days thereafter sufficient proof of the occurrence and duration of such force majeure event and the impact of such event on its performance of its obligations hereunder, which proof shall be issued by the notary public of the place where the force majoure event has occurred. The Parties shall consult with each other to determine to terminate this Contract, exempt part of the obligations hereunder or allow a delayed performance based on the impact of the force majeure event.

CHAPTER 19. APPLICABLE LAW

19.1 The conclusion, validity, interpretation and performance of and resolution of disputes in connection with this Contract shall be governed by the laws of the PRC.

CHAPTER 20. DISPUTE RESOLUTION

20.1 In the event that a dispute arises in connection with the interpretation or implementation of this Contract, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute cannot be resolved in this manner within sixty (60) days after the commencement of discussions, either Party may submit the dispute to Hong Kong International Arbitration Center (HKIAC) for arbitration in Hong Kong in accordance with its arbitration rules then in effect. There shall be on (1) arbitrator which shall be appointed by HKIAC.

The arbitration award shall be final and binding on the Parties. The costs of arbitration shall be borne by the losing Party or as otherwise determined by the arbitrator. Any award of the arbitration shall be enforceable by any court having jurisdiction over the Party against which the award has been rendered, or wherever assets of the Party against which the award has been rendered are located. The Parties herby waive any claim or right to immunity for itself, or any of its assets, from the jurisdiction of any court with respect to enforcement of an arbitral award rendered pursuant to this Contract.

20.2 During the arbitration proceedings, except for the matters in dispute and under arbitration, this Contract shall continue to be performed.

CHAPTER 21. MISCELLANEOUS PROVISIONS

21.1 This Contract is written in Chinese and English, which have the same legal effect. In case of discrepancy between the two languages, the English version shall control.

21.2 The Articles of Association of the JVC and other exhibits attached hereto are incorporated here as part of this Contract.

21.3 This Contract shall become effective upon execution by both parties and receipt of the approval by the examination and approval authority.

21.4 Any change to this Contract shall not become effective unless a written agreement is signed by both Parties and the approval from the examination and approval authority is obtained.

21.5 Until further notice in writing, all notices, requests, or other communications between the parties shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent addressed as follows:

To Party A:

Shanxi Poar Environmental Heat Energy
Engineering Equipment Manufacturing Co., Ltd.
No. 1 Yingxin Street, Mining District,
Datong City 037003, Shanxi Province, PRC

Attention:	Guo Lihua
Position:	Chairman of the Board and General Manager
Tel:	(86-352) 7020189
Fax:	(86-352) 7020189
Email:	lhguo@sxpoar.com

To Party B:

Clean Coal Technologies, Inc.
12518 West Atlantic Blvd.,
Coral Springs, FL 33071, USA

Attention:	Larry Homer Hunt
Position:	CEO and President
Tel:	(954) 575-1471
Fax:	(954) 757-1765
Email:	cleancoaltech@yahoo.com

A notice shall be deemed to have been given, if by telex, electronic mail, facsimile or similar communication, on the date it is sent, and, if by certified, or registered mail, or express mail delivery, on the date it is delivered to the above address.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in eight (8) original in Chinese and eight (8) originals in English by their duly authorized representatives in Washington, DC, USA, this _____ day of _____, 2007.

Shanxi Poar Environmental Heat Energy Engineering Equipment Manufacturing Co., Ltd.	Clean Coal Technologies, Inc.
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT 10.3 TO FORM 10

MEMORANDUM OF UNDERSTANDING BETWEEN CLEAN COAL TECHNOLOGIES, INC., AND SHANGHAI HUAYI (GROUP) COMPANY – DEPARTMENT OF DOMESTIC & FOREIGN COOPERATION._

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This Memorandum of Understanding (hereinafter referred to as "MOU") is made in Shanghai, and entered into by and between Clean Coal Technologies, Inc. ("CCTI"), whose address is 12518 West Atlantic Boulevard, Coral Springs, Florida 33071, United States of America, and Shanghai Huayi (Group) Company, Department of Domestic & Foreign Cooperation ("HUAYI"), whose address is Room 1707, Mansion of Hualun, 560, Xu Jia Hui Road, Shanghai, PRC. The Parties have reached the following mutual understanding in connection with certain business cooperation between the Parties. CCTI and HUAYI are collectively referred to as the "Parties" and each individually referred to as a "Party".

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1. The Parties will work collectively to determine the applicability of, and the utilization of CCTI's technologies for HUAYI's gasification and other coal, chemical, and related environmental technologies. Each Party agrees to disclose to the other Party certain proprietary information on a strictly confidential basis. The receiving party will take necessary measures to protect such proprietary information and is restricted from disclosing it to any third parties without prior consent by the disclosing party.

□□□□□□□□□□CCTI□□□

2. HUAYI will furnish to CCTI the characteristics of the coal to be used by the HUAYI gasification process, against which CCTI will provide an assessment as to the applicability of the CCTI technology in meeting these requirements. CCTI will also evaluate US coal samples that would meet these requirements, and provide the costs and test results as a means of HUAYI determining the availability and suitability of similar coal resources in China. Subsequently, HUAYI will provide to CCTI specific samples representative of the low grade coal (lignite bituminous, and low-grade bituminous) to be tested to determine whether the coal would be qualified as feed stock for HUAYI's gasification requirements using CCTI'S technology. The coal sample test will be conducted and supervised by Science Applications International Corporation ("SAIC") and Benham Co., at no cost to HUAYI. By these means both Parties will work together to define the most appropriate coal characteristics to meet HUAYI's requirements.

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3. Should the outcome of these feasibility tests be positive, the two Parties would enter into a formal and binding business cooperation relationship, the terms and conditions of which to be further discussed and agreed between the Parties. While the interests of the two Parties would initially be focused on coal gasification, it is

understood that CCTI's technology could have broader applicability to HUAYI's requirements, including the development of chemical by-products from coal. These business opportunities may be explored in conjunction with, or separately from the gasification initiative.

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The effective date of this MOU is the date of the signature last affixed to this page.

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IN WITNESS WHEREOF, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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CLEAN COAL TECHNOLOGIES, INC. □□□□□□□□□	SHANGHAI HUAYI (GROUP) COMPANY, DEPARTMENT OF DOMESTIC & FOREIGN COOPERATION □□□□□□□□□□□□□□□□□
By ________________________ □□	By ________________________ □□
Its ________________________ □□	Its ________________________ □□
Dated ______________________ □□	Dated ______________________ □□

EXHIBIT 10.4 TO FORM 10

MEMORANDUM OF UNDERSTANDING
BETWEEN
CLEAN COAL TECHNOLOGIES, INC.,
AND
XING'AN LEAGUE ADMINISTRATIVE OFFICE OF INNER MONGOLIA AUTONOMOUS REGION, THE PRC

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This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between Clean Coal Technologies, Inc. ("CCTI"), whose address is 12518 West Atlantic Boulevard, Coral Springs, Florida 33071, the United States of America, and Xing'an League Administrative Office of Inner Mongolia Autonomous Region, the People's Republic of China ("XAL"). The Parties have reached the following mutual understanding in connection with certain business cooperation between the Parties. CCTI and XAL are collectively referred to as the "Parties" and each individually referred to as a "Party".

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1. The Parties will work collectively to explore business opportunities in the jurisdiction of XAL by utilizing the abundant local coal resources and the applicability and the utilization of CCTI's technologies for gasification and other coal, chemical, and related environmental technologies. Each Party agrees to disclose to the other Party certain proprietary information on a strictly confidential basis. The receiving party will take necessary measures to protect such proprietary information and is restricted from disclosing it to any third parties without prior consent by the disclosing party.

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2. XAL will furnish to CCTI the characteristics of the local coal resource, against which CCTI will provide an assessment as to the applicability of the CCTI technology on a commercial scale. Subsequently, XAL will provide to CCTI specific samples representative of the local and neighbouring coal resource to be tested to determine whether the treated coal will be qualified as improved feed stock for gasification, for chemical conversion or other coal related projects by using CCTI'S technologies. By these means both Parties will work together to define the most appropriate means, relationships and size of projects to utilize the local coal resources.

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3. XAL will provide CCTI with adequate coal resources to sustain potential contracted projects. Both Parties agree to work collectively to seek, identify and develop potential partners for cooperation on the development and construction of projects within the jurisdiction of XAL by utilizing the abundant local coal resources.

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4. XAL will make its best efforts to identify, contact, refer CCTI to and assist CCTI in establishing cooperation relationship with large potential utility customers or partners including but not limited to Datang Power and Jingneng Group.

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5. XAL will provide CCTI and its partners with the acceptable land sites, land use rights and the most favorable incentives relating but not limited to taxation, access and delivery including highway and railway to potential projects.

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6. XAL will assist CCTI and its partners in developing the local utility market.

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The effective date of this MOU is the date of the signature last affixed to this page.

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IN WITNESS WHEREOF, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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CLEAN COAL TECHNOLOGIES, INC.
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By ___________________________
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Its ___________________________
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Dated ________________________
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XING'AN LEAGUE ADMINISTRATIVE OFFICE OF INNER MONGOLIA AUTONOMOUS REGION, THE PRC
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By ___________________________
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Its ___________________________
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Dated ________________________
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EXHIBIT 10.5 TO FORM 10

MEMORANDUM OF UNDERSTANDING BETWEEN CLEAN COAL TECHNOLOGIES, INC., AND SINO-MOGOLIAN INTERNALTIONAL RAILROAD SYSTEMS CO., LTD.

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This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between Clean Coal Technologies, Inc. ("CCTI"), whose address is 12518 West Atlantic Boulevard, Coral Springs, Florida 33071, the United States of America, and Sino-Mongolian International Railroad Systems Co., Ltd. ("SMIRSC"), whose address is Bayantuohai Road, Hulun Buir 021000, Inner Mongolia Autonomous Region, the People's Republic of China. The Parties have reached the following mutual understanding in connection with the cooperation project in Xing'an League, Inner Mongolia Autonomous Region, PRC. CCTI and SMIRSC are collectively referred to as the "Parties" and each individually referred to as a "Party".

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1. The Parties have decided to jointly establish a cooperative joint venture (the "CJV").

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(i) The site of the CJV's operation facilities will be within the industrial park of SMIRSC.

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(ii) The CJV will engage in the development, manufacturing and sales of clean coal and related chemical products.

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(iii) SMIRSC commits to provide 20.5 billion metric tons of its coal reserves as feed stock for the CJV. SMIRSC will be responsible for purchasing and the establishment of marketing and distribution for all chemical and coal products of the CJV. SMIRSC will also be responsible for the provision of the sites, utilities, services and transportation infrastructures required for the project.

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(iv) CCTI's initial plant capacity will be structured to supply 1.5 million metric tons of clean coal to the new power plant. Thereafter, subject to its success operation, the plant capacity will be increased to 15 million metric tons annually for five years period.

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(v) Details regarding the structure, scale of capital investment and other

cooperative conditions of the CJV are subject to further discussions between the Parties.

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2. Within five (5) days upon the signing of this MOU, SMIRSC will deliver two hundred kilograms (200 Kg) of samples representative of the reserved coals to the place in the USA as designated by CCTI to be tested to determine whether the reserved coals will be qualified as feed stock of the CJV. CCTI will, within thirty (30) days upon receipt of the samples, provide the test results to SMIRSC.

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3. Following successful conclusion of the coal tests, CCTI will assign a team of experts to Xing'an League after July 20, 2008 to conduct a site inspection on the proposed site of the project and further discuss with SMIRSC with respect to the feasibility of the project. SMIRSC shall provide necessary documents, information, data and materials to assist CCTI in its site inspection.

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4. Following successful conclusion of the site inspection and feasibility, SMIRSC will assign a task group to the USA in either September or October, 2008 to discuss with CCTI with respect to the details of the project such as the equipment requirement, technical details, etc.

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5. Following completion of the feasibility study and CJV negotiations, it is anticipated that CCTI and SMIRSC will execute the joint venture agreement in October, 2008. Thereafter constructions is anticipated to commence late fourth quarter, 2008.

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6. Upon agreement on all the issues relating to the project and execution of all the documents in connection therewith, SMIRSC will be responsible for obtaining approval on the project proposal, approval on the establishment of the CJV and the registration of the CJV.

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7. The Parties will disclose to each other certain proprietary information for discussion on the cooperation. The receiving Party agrees to receive such information on a strictly confidential basis and will take necessary measures to protect its confidentiality and is restricted from disclosing it to any third parties without prior consent by the disclosing party.

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8. The effective date of this MOU is the date of the signature last affixed to this page.

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In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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CLEAN COAL TECHNOLOGIES, INC. □□□□□□□□□	SINO-MONGOLIAN INTERNATIONAL RAILROAD SYSTEMS CO., LTD. □□□□□□□□□□□□
By ___________________________ □□	By ___________________________ □□
Its ___________________________ □□	Its ___________________________ □□
Dated ________________________ □□	Dated ________________________ □□

EXHIBIT 10.6 TO FORM 10

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT is made and entered into this the_8th_ day of _February,_. 2008__by and between Clean Coal Technologies, Inc., a Nevada corporation (the "Company"), and Doug Hague (the "Executive").

WHEREAS, the Company desires to employ the Executive and the Executive desires to be so employed by the Company from and after the date of this Agreement, it being specifically acknowledged by each party hereto that upon execution and delivery of this Agreement, any and all previous agreements whether in writing or oral between the Executive and Company shall be terminated and superseded by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I
EMPLOYMENT DUTIES AND BENEFITS

SECTION 1.1 EMPLOYMENT. The Company hereby employs the Executive as President and Chief Executive Officer of the Company. The Executive accepts such employment and agrees to perform the duties and responsibilities assigned to him under this Agreement.

SECTION 1.2 DUTIES AND RESPONSIBILITIES. During the period of employment, Executive agrees to exclusively serve the Company as President and Chief Executive Officer and in such other offices and directorships of the Company and of its subsidiaries and related companies (collectively, "Affiliates") to which he may be elected or appointed, and to perform the duties commensurate with such positions and such other reasonable and appropriate duties as may be requested of him by the board of directors of the Company (the "Board of Directors") and of the Affiliates, as applicable, in accordance with this Agreement and in compliance with all applicable laws and regulations. Excluding periods of vacation and sick leave to which the Executive is entitled, Executive shall devote such time, energy, and skill exclusively to the business and affairs of the Company and its Affiliates and to the promotion of their interests as is necessary to perform the duties required of him by this Agreement.

SECTION 1.3 WORKING FACILITIES; LOCATION. The Executive shall be furnished with facilities and services suitable to his position and adequate for the performance of his duties under this Agreement. The principal place of performance by the Executive of his duties hereunder shall be in Broward County, Florida, or at such other location as he may reasonably be required to travel in the performance of his responsibilities.

SECTION 1.4 VACATIONS. The Executive shall be entitled each year during the Term, as defined below, to a vacation with full salary and benefits, for the number of weeks established by the Board of Directors, however not less than thirty (30) days.

SECTION 1.5 EXPENSES. The Executive is authorized to incur reasonable expenses for promoting the business of the Company, as directed by the Board of Directors, including expenses for entertainment, travel and similar items. The Company will promptly reimburse the Executive for all such expenses upon the presentation by the Executive, from time to time, of an itemized account of such expenditures. Expenses to be incurred shall be congruent with the budget. Unforeseen expenses shall be preapproved by the Board of Directors or any executive committee created by the board prior to incurring the expenses.

SECTION 1.6 VEHICLE ALLOWANCE . The Executive shall be paid a vehicle allowance of $750 per month or, at his election, the Company shall lease for not more than $750 per month a vehicle for the use of the Executive, the make and model of which shall be mutually agreeable to the Company and the Executive.

SECTION 1.7 BENEFIT PLANS . From the effective date of this Agreement, the Executive shall be entitled to participate in benefit plans provided to employees of the Company or Affiliates. Such participation shall be based upon the policies established by the Board of Directors as applicable to the Executive.

SECTION 1.8 INDEMNIFICATION. It is understood that the Company has merged with Clean Coal Systems, Inc. a Florida corporation, which had previously merged with SAMI, a Florida corporation. It is understood and agreed that the Company shall defend, hold harmless and indemnify the Executive for any action brought in a Court of

competent jurisdiction as a result of those mergers. The Company will also aggressively pursue Director and Executive insurance on behalf of its Board of Directors and Officers.

ARTICLE II
COMPENSATION

SECTION 2.1 BASE SALARY. During the Term, the Company shall pay to the Executive a base salary at the rate of $250,000 per annum for the period January 1, 2008 through December 31, 2010 and upon extension each year thereafter Executive shall receive a cost of living increase. The pay schedule shall be the same as other company employees. It is acknowledged and agreed that at the signing of this agreement the Company is seriously under funded and as a result thereof the parties agree that the Company shall pay monthly ten Thousand Dollars ($10,000.00) with the balance accruing until such time and the Company is financially able to pay the balance due.

SECTION 2.2 BONUS AND BONUS PLAN PARTICIPATION. The Executive may be entitled to an annual bonus for each year during the Term of this Agreement. The amount of the percentage within that limit shall be determined in the sole discretion of the Board of Directors and shall be based on the achievements of written objectives defined by the Board of Directors.

The Executive will be eligible to participate in the Management Incentive Plan.

SECTION 2.3 STOCK BONUS . In consideration of executives employment with the Company, and subject to executives full and faithful performance of his duties and obligations as more specifically set forth herein during the term hereof, Executive shall be entitled to an irrevocable stock bonus program in the following manner based upon the company's stock valuations prior to the Company's stock split on January 28, 2008:

Executive shall be entitled to an award of company stock equivalent to 5% of the total of issued shares of the company, apportioned equally over a three year period, (less 1 Million irrevocable shares previously awarded), in accordance with the following bonus award dates, provided he continues to be employed by the Company on that date:

i. 33% exercisable after December 31, 2008.

ii. 33% exercisable after December 31 2009,

iii. 33% exercisable after December 31, 2010.

In the event that Executive terminates his employment for any reason whatsoever prior to full completion with the Company prior to the vesting of that bonus period as set forth herein above, then any such bonus rights not yet completed and accrued shall be terminated. By way of example, in the event that Executive terminates his employment with the Company in February of 2009, then he would be ineligible to exercise the bonus for (ii) and (iii) herein above and would only be entitled to earn his bonus in (i) herein above.

ARTICLE III
TERM OF EMPLOYMENT AND TERMINATION

SECTION 3.1 TERM. This Agreement shall be for a period of three years commencing on January 01, 2008; subject, however, to termination during such period as provided in this Article (the "Term"). This Agreement shall automatically extend for two (2) terms of one (1) year each except and unless the Company shall have notified the Executive by giving sixty days prior notice that the term will not be extended.

SECTION 3.2 TERMINATION BY THE COMPANY WITH CAUSE. The Company may terminate the Executive's employment, at any time, for cause upon ten days' written notice and opportunity for the Executive to remedy any non-compliance with the terms of this Agreement (if such non-compliance can be remedied). Grounds for termination "for cause" shall be any of the following: **(i)** intentional and material breach of his duty of loyalty or care to the Company, **(ii)** gross negligence or willful misconduct in performance of his duties during the course of his employment, **(iii)** persistent failure to abide by the corporate policies and procedures established by the Board of Directors; **(iv)** persistent failure to execute the reasonable and lawful instructions of the Board of Directors relating to the operation of the Company's business, and **(v)** conviction of any felony. Upon the date of termination of the Executive's employment pursuant to this Section 3.2, the Company's obligation to pay any compensation (including bonuses) shall terminate, at which time the Company shall be responsible for compensating the Executive for any unpaid salary and vacation time not taken. Subject to this exception and the obligation of the Company to compensate the Executive through the notice period, no

other compensation shall be payable to the Executive should this Agreement be terminated pursuant to this Section 3.2.

SECTION 3.3 TERMINATION OR CESSATION OF EMPLOYMENT WITHOUT CAUSE. If the Executive's employment is terminated or ceased without cause, all compensation shall cease, but the Company shall be obligated to compensate the Executive with a lump sum severance payment equal to six months of the present value of his annual salary otherwise payable during the remaining Term of this Agreement .. To insure the severance pay, the Company, upon funding in the amount of Fifteen Million dollars or greater, will escrow one hundred twenty five thousand dollars ($125,000.00) to be held in reserve, pursuant to an escrow agreement, to run with the term of this employment agreement. In the event the Executive's employment is terminated pursuant to this section 3.3, the Executive shall be entitled to participate in the bonus payable pursuant to SECTION 2.2, with respect to the year in which his employment is terminated, prorated for the year based on the number of full months employed during such year compared to 12 months. In addition, the non-competition covenant in SECTION 4.1(c) below shall be automatically terminated on the effective date of any termination of Executive's employment without cause .. In the event Executive's employment is terminated, Executive shall be entitled to receive the shares in the bonus plan in SECTION 2.3 proportioned for the full month in which the termination occurs but any distribution of the remaining bonus shares shall cease and the Stock Bonus Plan would be canceled.

SECTION 3.4 TERMINATION UPON DEATH OF THE EXECUTIVE . In addition to any other provision relating to termination, this Agreement shall terminate upon the Executive's death. In such event, all unpaid compensation, compensation for vacation time not taken by the Executive and all expense reimbursements due to the Executive shall be paid to the Executive's estate. In the event the Executive's employment is terminated pursuant to this Section 3.4, the Executive's estate also shall be entitled to a death benefit equal to six months' salary and to participate, in the bonus payable pursuant to SECTION 2.2 with respect to the year in which his employment is terminated, prorated for the year based on the number of full months worked during such year compared to 12 months.

The Company agrees to purchase a Term life insurance policy in the amount of Five Hundred Thousand Dollars ($500,000.00) to run concurrently with the term and any extended terms of this agreement. The beneficiary or beneficiaries shall be at the sole discretion of the Executive. Prior to any cancellation by the Company, for any reason, the Company shall give Executive a minimum of sixty (60) days written notice whereupon, if he so chooses, the Executive may assume the premium liability.

SECTION 3.5 TERMINATION UPON SALE.

(a) If during the Term, the Company:

(i) is merged into another company;

(ii) sells all or substantially all of its assets to another company or person;

(iii) experiences a change in ownership of 50% or more of its common stock;

or

(iv) issues shares in excess of 50% of its then outstanding stock to another company or person and the Executive is not offered, by the acquiring company or person, an employment position, or not offered an employment position satisfactory to him, he shall be deemed Terminated Without Cause and shall be entitled to a severance payment in an amount equal to one year's Base Salary, which shall be in addition to amounts payable to the Executive under Section 3.3 above. Additionally, the outstanding balance of the 5% of the bonus shares, as provided under Section 2.3, would be considered as fully vested and payable to the Executive.

(b) The foregoing subsection 3.5(a) shall not apply if the Executive is an equity participant in any of the transactions described in subsection 3.5(a)(i)-(iv) above.

ARTICLE IV
CONFIDENTIALITY AND COMPETITION

SECTION 4.1 FURTHER OBLIGATIONS OF THE EXECUTIVE DURING AND AFTER EMPLOYMENT.

(a) The Executive agrees that during the term of his employment under this Agreement and for an additional period of one year, he will engage in no business activities which are or may be competitive with, or which might place him in a competing

position to that of, the Company or any Affiliate except as authorized by the Company's Board of Directors. The Executive further agrees that he shall not reveal any drawings, designs, patent filings prior to filing, or other information relating to any object, or project which The Company has not made available to the general public.

(b) The Executive realizes that during the course of his employment, the Executive will have produced and/or have access to confidential plans, information, business opportunity records, notebooks, data, specifications, trade secrets, customer lists and account lists of the Company and its Affiliates ("Confidential Information"). Therefore, during and subsequent to his employment by the Company, or by an Affiliate, the Executive agrees to hold in confidence and not to directly or indirectly disclose or use or copy or make lists of any such Confidential Information, except to the extent authorized by the Company in writing. All records, files, business plans, documents, equipment and the like, or copies thereof, relating to Company's business, or the business of an Affiliate, which the Executive shall prepare, or use, or come into contact with, shall remain the sole property of the Company, or of the Affiliate, and shall not be removed from the Company's or the Affiliate's premises without its written consent, and shall be promptly returned to the Company upon termination or resignation of employment with the Company or its Affiliates.

(c) Because of his employment by the Company, the Executive will have access to trade secrets and confidential information about the Company, its business plans, its business accounts, its business opportunities, its expansion plans into other geographic areas and its methods of doing business. The Executive agrees that for the Term of this Agreement and an additional period of one year he will not take any actions which are calculated to persuade any employee, vendor or supplier of the Company to terminate or modify in any adverse manner his or its association with the Company.

(d) In the event a court of competent jurisdiction finds any provision of this Section 4.1 to be so overbroad as to be unenforceable, then such provision shall be reduced in scope by the court, to the extent deemed necessary by the court to render the provision reasonable and enforceable. The Executive acknowledges and agrees that any breach of this Agreement by the Executive would cause immediate irreparable harm to the Company. The Executive agrees that should he violate any of the terms and conditions of this Agreement, the Company, at its sole discretion, shall be entitled to seek and obtain immediate injunctive relief and enjoin further and future violations of this Agreement.

(e) In the event Executive knowingly and willingly violates either or all of SECTION 4.1 to the economic detriment of Company, Executive will hold harmless, defend and forthwith indemnify company of any and all loss sustained.

ARTICLE V
DISABILITY AND ILLNESS

SECTION 5.1 DISABILITY AND SALARY CONTINUATION.

(a) Definition of Total Disability. For purposes of this Agreement, the terms "totally disabled" and "total disability" shall mean disability as defined in any total disability insurance policy or policies, if any, in effect with respect to the Executive. If no insurance policy is in effect, "total disability" shall mean a medically determinable physical or mental condition which, in the opinion of two physicians chosen by the mutual consent of the parties, renders the Executive unable to perform substantially all of the duties required pursuant to this Agreement. Total disability shall be deemed to have occurred on the date of the disabling injury or onset of the disabling illness, as determined by the two independent physicians. In the event that the two independent physicians are unable to agree as to the date of the disabling injury or onset of the disabling illness, such date shall be deemed to be the later of the two dates determined by the physicians chosen pursuant to this Section 5.1(a).

(b) Salary Continuation. If the Executive becomes totally disabled during the term of this Agreement, his full salary shall be continued for 90 days from the date of the disabling injury or onset of the disabling illness as determined in accordance with the provisions of SECTION 5.1(a) above, and thereafter the Executive's employment may be terminated in accordance with the provisions of SECTION 3.3.

SECTION 5.2 Illness. If the Executive is unable to perform the services required under this Agreement by reason of illness or physical injury not amounting to total disability, also as determined in this Article, the compensation otherwise payable to the Executive under this Agreement shall be continued for a period of 90 days and he shall be entitled to participate in the bonus payable in Section 2.2 with respect to the year in which the illness occurred, prorated for the year based on the number of months worked during such year

compared to 12, after which the Executive's employment may be terminated and the Company shall have no further obligation to the Executive.

ARTICLE VI
GENERAL MATTERS

SECTION 6.1 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and shall be construed in accordance therewith.

SECTION 6.2 NO WAIVER. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

SECTION 6.3 AMENDMENT. This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by each of the parties.

SECTION 6.4 BENEFIT. This Agreement shall be binding upon the Executive and the Company, and shall not be assignable by either party without the other party's written consent.

SECTION 6.5 SEVERABILITY. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had not been included in the Agreement.

SECTION 6.6 EFFECTIVE DATE. The effective date of this Agreement shall be January 1, 2008

SECTION 6.7 ARBITRATION. The Company and the Executive expressly agree that except for matters arising under Article IV of this Agreement, all disputes arising out of this Agreement shall be resolved by arbitration in accordance with the following provisions. Either party must demand in writing such arbitration within ten days after the controversy arises by sending a notice to arbitrate to both the other party and to the American Arbitration Association (hereinafter referred to as "AAA"). The controversy shall then be arbitrated pursuant to the rules promulgated by the AAA at the AAA's offices located in Denver, Colorado. The parties will select by mutual agreement the arbitrator or arbitrators (hereinafter collectively referred to as "arbitrator") to hear and resolve the controversy. The arbitrator shall be governed by the express terms of this Agreement and the laws of the State of Florida. The arbitrator's decision shall be final and binding on the parties and shall bar any suit, action, or proceeding instituted in any federal, state, or local court or administrative tribunal. Notwithstanding the preceding sentence, the arbitrator's judgment may be entered in any court of competent jurisdiction. These arbitration provisions shall survive the termination of this Agreement.

SECTION 6.8 NOTICES All notices shall be given by the Executive to the Board of Directors shall be in writing and given to the Chairman of the board and if he is not available, to the Vice-Chairman.

All notices given to the Executive by the Board of Directors shall be given in writing by the Chairman of Vice-Chairman delivered to the Executive at his office.

SECTION 6.9 COUNTER PARTS This agreement maybe executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed to be one and the same instrument.

SECTION 6.10 ENTIRE AGREEMENT This writing constitutes the entire agreement between the parties here to with respect to the subject matter contained herein and supersedes any and all prior negotiations, representations and understanding, whether oral or in writing, between the parties hereto.

Signed this the date above.

Clean Coal Technologies, Inc.

By:_____
Edward Jennings,
Chairman of the Board

_____
Doug Hague

ATTEST:

EXHIBIT 10.7 TO FORM 10

COOPERATIVE JOINT VENTURE CONTRACT

BETWEEN

SINO-MOGOLIAN INTERNATIONAL
RAILROAD SYSTEMS CO., LTD.

AND

CLEAN COAL TECHNOLOGIES, INC.,
FOR THE ESTABLISHMENT OF

SINO-MONGOLIAN INTERNATIONAL

INVESTMENT CO., LTD.

A SINO-FOREIGN COOPERATIVE JOINT VENTURE

2008

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COOPERATIVE JOINT VENTURE CONTRACT

CHAPTER 1
GENERAL PROVISIONS

In accordance with the Law of the People 's Republic of China on Chinese foreign Cooperative Joint Ventures, its detailed implementing rules (collectively the "CJV Law") and other relevant Chinese laws and regulations, Sino-Mongolian International Railroad Systems Co., Ltd. ("Party A") and Clean Coal Technologies, Inc. ("Party B"), adhering to the principle of equality and mutual benefit and through friendly consultations, agree to jointly invest and establish a cooperative joint venture company (the "Company") in Xing' an League, Inner Mongolia Autonomous Region, the People's Republic of China (the "PRC") and to that end hereby sign this Cooperative Joint Venture Contract (the "Contract"') this day of , 2008.

Article 1.1 Definitions.

The following terms used herein shall have the meanings as set forth below:

"Approval Authority" shall mean the Ministry of Commerce of the PRC, and/or its authorized agent or its successor authority.

"Articles of Association" shall mean the Articles of Association of the Company of even date herewith.

"Affiliate" shall mean a legal entity or natural person that, directly or indirectly, owns 5% or more of the equity capital of a Party ("Parent Entity") or any subsidiary of a Party or a Parent Entity in which such Party or a Parent Entity owns 10% or more of the equity capital of such subsidiary.

"Board" or "Board of Directors" shall mean the board of directors of the Company.

"Change in Law" shall have the meaning ascribed thereto in Article 28.3.

"Clean Coal" shall mean clean coal products manufactured by using the proprietary technologies , patents, or intellectual property owned by Party B.

"Company" shall mean Sino-Mongolian International Investment Co., Ltd., a Sino-foreign cooperative joint venture limited liability company to be established hereunder.

"Confidential Information" shall have the meaning ascribed thereto in Article 24. 1.

"Contract" shall mean this Cooperative Joint Venture Contract and the Schedules and Exhibits attached hereto.

"Contractors" shall mean companies and individuals which will be contracted by the Company to provide construction materials, technology components, consulting and oversight services, and Project Management services.

"Customs Duties" shall mean such duties, surcharges or taxes as are levied by the Government of the PRC for such equipment, assets, products or raw materials imported or exported by the Company or its authorized contractors or levied by any other government in respect thereof.

"Effective Date" shall have the meaning ascribed thereto in Article 29.1.

"Establishment Date" shall mean the date on which the original business license of the Company is issued by SAIC.

"FSR" shall mean the feasibility study report jointly prepared by the Parties relating to the establishment and operation of the Company.

"Force Majeure" shall have the meaning ascribed thereto in Article 23.1.

"Gasification Company" shall mean the entity wholly or partially owned by Party A or one of its Affiliates which owns and operates gasification projects in the Industrial Park and other places.

"Industrial Park" shall mean the specific area designated to Party A by Xing'an League Government for specific gasification and other related projects in which the Company is located.

"Joint Venture Products" shall mean Clean Coal and by-products such as chemicals, water and ashes, gasification derivatives, and other products as designated from time to time by the Board to be manufactured by the Company.

"Land" shall mean the land located within the Industrial Park with an area of 2.2 Km` (3300 Mu or approximate 544 acres) for the construction and operation of the first facility of the Company. A map of the Land is attached hereto as Schedule 1.

"Party" shall mean each of Party A and Party B, which are sometimes collectively referred to as the "Parties".

"Project Management/Manager" refers to both a function and/or an individual, who may be contracted to direct the overall project, or sub-sections of the project plan in accordance with established project management standards, practices, and controls.

"PRC'" or "China" shall mean the People's Republic of China.

"Related Contracts" shall include the Supply Agreement and the Technology License Agreement.

"RMB" or "Renminbi" shall mean the currency of the PRC.

"SAFE" shall mean the State Administration of Foreign Exchange, and/or its authorized agent or its successor authority.

"SAIC" shall mean the State Administration for Industry and Commerce, and/or its authorized agent or its successor authority.

"Supply Agreement" shall mean a supply agreement entered into by and between the Company, Gasification Company and Party B on or about the date hereof and attached hereto as Exhibit A, pursuant to which the Company shall supply Clean Coal to Gasification Company.

"Technology License Agreement" shall mean a technology license agreement entered into by and between Party B and the Company on or about the date hereof and attached hereto as Exhibit B, pursuant to which the Company shall be authorized to use certain advanced technologies, either patented or not, legally owned or used by Party B in the manufacture of the Joint Venture Products.

"Three Funds" shall mean collectively the Reserve Fund, the Venture Expansion Fund, and the Staff and Workers Bonus and Welfare Fund to be established by the Company in accordance with relevant PRC laws and regulations.

"U.S." shall mean the United States of America.

"U.S. Dollars", "USS" or "S" shall mean the currency of the United States of America.

"VAT" shall mean Value Added Tax as levied from time to time by the governments of the PRC or any other government.

Article 1.2 Construction of Certain Terms and Phrases.

Unless the context of this Contract otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Contract; and (iv) the terms "Article" or "Clause" refer to the specified Article or Clause of this Contract.

CHAPTER 2
PARTIES TO THE JOINT VENTURE

Article 2.1 Parties to the Joint Venture.

The Parties to this Contract are:

(1) "Party A", SINO-MONGOLIAN INTERNATIONAL RAILROAD SYSTEMS CO., LTD., a limited liability company duly organized and existing under the laws of the PRC and registered in Hulun Buir, Inner Mongolia Autonomous Region, the PRC.

Registered Address:	Bayantuohai Road, Hulun Buir 021000, Inner Mongolia Autonomous Region, the PRC
Legal Representative:	Wu Li Ji Mu Ren
Position:	Chairman of the Board
Nationality:	Chinese

Phone:	(86-482) 841-2200
Fax:	(86-482) 841-3311
Email:	wulijimurenI @163.com

(2) "Party B",CLEAN COAL TECHNOLOGIES, INC., a company duly organized and existing under the laws of the State of Nevada, the United States of America and registered in the State of Nevada, U.S.

Principle Address:	12518 West Atlantic Boulevard, Coral Springs, Florida 33071, the USA
Legal Representative:	Douglas Hague
Position:	President & Chief Executive Officer
Nationality:	U.S.
Phone:	(1-954) 344-2727
Fax:	(1-954) 757-1765
Email:	doug.hague@att.net

CHAPTER 3
REPRESENTATIONS AND WARRANTIES

Article 3.1 Each Party's Representations and Warranties.

Each Party hereby represents and warrants to the other Party that as of the date of execution hereof:

(1) it is a company duly organized, validly existing and in good standing with the status of an enterprise legal person under the laws of the PRC or of the State of Nevada, U.S.A.;

(2) the execution and performance by it of this Contract (i) are within its corporate power and scope of business, (ii) have been duly authorized by all necessary and appropriate corporate action, (iii) do not contravene its articles of association, (iv) do not contravene any law or contractual restriction binding on or affecting it and that it has full legal right, power and authority to perform and observe its obligations hereunder;

(3) all authorizations, consents, licenses or approvals or other actions by, and all notices to or filings with, any governmental authority required for the due execution and performance by it of this Contract to which it will be a party have been obtained; and

(4) this Contract once it has become effective, shall constitute the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

Article 3.2 Further Representations and Warranties of Party A

Party A hereby further represents and warrants to Party B that as of the date of execution hereof and during the Term of the Company:

(1) it has sufficient funds to finance and shall make such funds available for the projects to be constructed by the Company hereunder;

(2) it has been assigned 80 billion metric tons of coal reserves in Inner Mongolia by relevant government authority of Inner Mongolia which it has committed as feed stock for the exclusive use by the Company.

Article 3.3 Further Representations and Warranties of Party B

Party B hereby further represents and warrants to Party A that

(1) the technologies of Party B is able to improve the calorific value of any raw coals with the same characteristics as the sample coal supplied by Party A to a minimum of 5000 KC (approximately 10,000 BTU).

(2) the equipment purchased in accordance with the technical specifications and requirements provided by Party B will meet the requirements for Party B's technologies to improve the calorific value of any raw coals with the same characteristics as the sample coal supplied by Party A to a minimum of 5000 KC (approximately 10,000 BTU).

CHAPTER 4
ESTABLISHMENT OF THE JOINT VENTURE COMPANY

Article 4.1 Establishment of the Company.

In accordance with the CJV Law and other relevant PRC laws and regulations, Party A and Party B agree to jointly establish the Company as a limited liability company in Xing'an League, Inner Mongolia Autonomous Region, the PRC.

Article 4.2 Name and Address, Branches.

(1) The name of the Company in Chinese is: 'W N RAT

The name of the Company in English is: Sino-Mongolian International Investment Co., Ltd.

(2) The registered address of the Company shall be at: No. 67, Xing'an Bei Road, Wuyi Street, Ulanhot 137400, Inner Mongolia Autonomous Region, the PRC.

(3) To the extent permitted by the PRC law, the Company may establish branches or business offices or subsidiaries only inside Inner Mongolia Autonomous Region, the PRC and the Republic of Mongolia with the consent of the Board of Directors and approval from the relevant PRC governmental authorities.

Article 4.3 Limited Liability.

The Company shall take the form of a limited liability company. The legal representative of Party A, Mr. Wu Li Ji Mu Ren, shall be the legal representative of the Company. The Company shall be liable for its debts to the extent of all its assets. The liability of each Party with respect to the Company shall be limited to the amount of its respective subscribed capital contributions required under this Contract.

Article 4.3 Company Shall Enjoy Protection of PRC Law.

The Company shall be an enterprise legal person under the laws of the PRC. The activities of the Company shall be governed by, and its legal rights and operational autonomy shall be fully protected in accordance with, the laws and regulations of the PRC.

CHAPTER 5
PURPOSE AND SCOPE OF BUSINESS

Article 5.1 Purpose.

The purpose of the Company will be to manufacture the Joint Venture Products by utilising advanced technology, either patented or not, licensed to the Company by Party B to supply Clean Coal to Gasification Company and sell the Joint Venture Products to such third parties as may be determined by the Board of the Company, in order to achieve favourable economic results and an acceptable rate of return for the Parties.

Article 5.2 Scope of Business.

The scope of the business of the Company shall include the following:

> "The production, marketing and sale of products including but not limited to clean coal, chemical by-products, coal-to-oil or coal-to-gas derivatives, or other related products as the Board shall in its capacity designate from time to time and as approved by the relevant administration for industry and commerce, and related aftersale services."

The scope of the business of the Company shall be adjusted to accommodate any other business activities as approved by the Board from time to time, subject to any legally required governmental approvals and/or registrations.

Article 5.3 Phases of Construction of the Company

(1) The first phase of the Company is to construct a facility inside the Industrial Park with an initial annual production capacity of 1.5 million metric tons. The initial plant will be completed within approximately 18 months starting from the commencement of the construction. The Company may, as it deems appropriate, plan to construct a second plant with 1.5 million metric tons of annual capacity in another county of Xing'an League which will be subject to the resolution of the Board of the Company.

Thereafter the annual production capacity will be expanded to 5.0 million metric tons.

(2) The second phase of the Company is to increase the total annual capacity of all the facilities located in Xing'an League to 80 million metric tons.

(3) The third phase of the Company is to construct a second facility with the annual production capacity of 1 billion tons at the site of the coal mine in Nomenhan of Hulun Buir with reserves of 80 billion metric tons.

(4) To the extent feasible, all future projects between the Parties shall follow the same pattern of cooperation set up in this Contract and shall be subject to the terms and conditions herein.

CHAPTER 6
TOTAL AMOUNT OF INVESTMENT AND REGISTERED CAPITAL

Article 6.1 Total Investment and Registered Capital.

(1) The total investment in the Company shall be Ninety Nine Million Nine Hundred Ninety Thousand U.S. Dollars (US$99,990,000).

(2) The registered capital of the Company shall be Thirty Three Million Three Hundred Thirty Thousand U.S. Dollars (US$33,330,000).

(3) The unit of currency for measuring, among other things, the total investment, registered capital and contributions thereof for purposes of this Contract shall be U.S. Dollars and Renminbi. The exchange rate used for all contributions shall be the average of the buying and selling exchange rates published by the People's Bank of China for U.S. Dollars and Renminbi on the date on which the respective capital contributions are made.

Article 6.2 Cooperation Conditions.

(1) Party A shall provide the following cooperation conditions:

a) Cash: Twenty Four Million Nine Hundred Ninety Seven Thousand Five Hundred U.S. Dollars ($24,997,500 US), representing 75% of the registered capital of the Company;

b) Land use right to the Land of the Company;

c) Readiness of the Land for the construction and installation of the Company's machinery and equipment, including but not limited to, railroad spurs, roads, water, electricity, telecommunication and sewage associated with the transportation and production by the Company;

d) Commitment of 80 billion metric tons of coal reserves in Inner Mongolia assigned to Party A by the government of Xing'an League as feed stock for the exclusive use by the Company.

e) Commitment to cause Gasification Company to purchase all its feed stock from the Company unless the capacity of the Company is unable to satisfy its needs;

f) Delivery to the plants of the Company all raw materials, and subsequent distribution of finished goods not intended for consumption within the coal gasification process.

(2) Party B:

a) Cash: Eight Million Three Hundred Thirty Two Thousand Five Hundred U.S. Dollars ($8,332,500 US), representing 25 % of the registered capital of the Company;

b) License to use the patented clean coal technology of Party B subject to the terms and conditions of the Technology License Agreement;

c) Technical supervision and support for the construction, installation and operation of the plants of the Company.

Article 6.3 Schedule of Capital Contributions.

Each Party shall contribute twenty percent (20%) of its share of the registered capital of the Company within ninety (90) days after the Establishment Date and shall make the remaining capital contributions within two (2) years after the Establishment Date in accordance with the progress of the projects.

Article 6.4 Verification of Capital Contributions.

A certified public accountant registered in China shall be engaged by the Company to verify the respective capital contributions of each Party and provide a capital verification report. The Company, upon the receipt of a satisfactory capital verification report, shall issue a capital contribution certificate signed by the Chairman of the Board to each Party. The capital contribution certificate shall include the following items: name of the Company; the Establishment Date; the registered capital of the Company; the names of the Parties and their respective capital contributions; the date on which the capital contributions were made; and the date of issuance of the capital contribution certificate. The capital contribution certificate shall be conclusive evidence of the respective Party's capital contribution to the Company. The capital contribution certificate shall be effective once signed by the Chairman of the Board and affixed with the seal of the Company, and shall be filed with the Approval Authority and SAIC.

Article 6.5 Change in Registered Capital.

The registered capital of the Company may be adjusted, provided that any such adjustment is unanimously approved by the Board of Directors and submitted to the Approval Authority for examination and approval in accordance with the PRC law. Upon the approval of the Approval Authority, the Company shall register the change in registered capital with SAIC.

Article 6.6 Change in Cooperation Conditions

The cooperation conditions offered by the Parties may be changed upon mutual agreement, and in which event, the parties shall renegotiate the profit distribution between the Parties on an equitable basis. Changes in the cooperation conditions and the profit distribution of the Parties shall be reflected in a written amendment to this Contract and related documents.

Article 6.7 Loans.

The difference between the amount of total investment and the amount of registered capital of the Company may be raised by the Company by way of loans or other means of debt i fnancing.

Article 6.8 Transfer of Interest in Registered Capital.

(1) Except as hereinafter provided, no Party may transfer all or any part of its equity interest in the Company in any manner whatsoever without the prior consent of the other Party (such consent not to be unreasonably withheld), the unanimous approval of the Board of Directors, and the approval of the Approval Authority.

(2) If either Party shall desire to transfer all or any part of its equity interest in the Company to any third party, such Party (the "Transferring Party") shall secure a binding written offer from such third party (the "Third Party Offer") to purchase some or all of its equity interest in the Company (the "Transferring Party's Interest"). The other Party (the "Non-Transferring Party") shall have a first right of refusal, exercisable within sixty (60) days of receiving notification of the Third Party Offer together with details of the identity and financial condition of such third party and identity of the controlling shareholder or shareholders of such third party, to purchase the Transferring Party's Interest in the Company as specified in this Article, on the same terms and conditions as stated in the Third Party Offer. Such first right of refusal shall be exercised by the Non-Transferring Party giving written notice to the Transferring Party of its exercise of such option. If the Non-Transferring Party exercises its first right of refusal within such sixty (60) day period to purchase the Transferring Party's Interest in the Company, then the Transferring Party's Interest shall be sold to such Non-Transferring Party on the same terms and conditions as stated in the Third Party Offer subject to approval by the Approval Authority.

(3) If the Non-Transferring Party does not exercise its first right of refusal within such sixty (60) day period, the Transferring Party may, subject to obtaining the prior written consent of the Non-Transferring Party (which consent shall not be unreasonably withheld) and the unanimous approval of the Board of Directors (and the Non-Transferring Party hereby agrees to cause the members of the Board of Directors designated by it to approve such transfer), transfer the Transferring Party's Interest to such third party provided that the third party shall be bound by all the provisions of this Contract as if it was an original party to this Contract and on such terms and conditions as stated in the Third Party Offer.

(4) Following the transfer of the Transferring Party's Interest, the Transferring Party shall continue to observe and perform any obligations and liabilities under this Contract or the Articles of Association which have accrued prior to completion of the said transfer or which are expressed to survive the said transfer pursuant to this Contract unless such obligations and liabilities have been expressly accepted by the third party in writing and the said acceptance thereof has been approved unanimously by the Board of Directors.

(5) Any sale, assignment or transfer of a Party's interest in the Company under this Article shall not become effective until all necessary government approvals and registrations have been obtained or completed. With respect to any transfer under this Article, the Parties agree to cooperate to effect such transfer, including causing members of the Board of Directors designated by each Party to approve such transfer, applying to the Approval Authority for its approval and executing any required documents or doing any required things in connection with such transfer. Upon the

receipt of such approvals, the Parties shall cause the Company to cancel the then outstanding capital contribution certificates and to issue new capital contribution certificates to reflect the new ownership interests and to register the change in ownership with SAIC and other relevant authorities.

CHAPTER 7
RESPONSIBILITIES OF THE PARTIES

Article 7.1 Responsibilities of the Parties.

Each Party shall be responsible for performing the following respective obligations in a timely and effective manner:

(1) assisting in the organizational and preparatory work for the Company prior to the establishment of the Board of Directors;

(2) employing their respective best efforts in good faith to protect the trade names, trademarks and other intellectual property owned by the Company or the other Party (whether as proprietor or licensee) from infringement;

(3) refraining from mortgaging, pledging, permitting any liens or otherwise disposing of any property of the Company or of a Party's equity interest in the Company without the prior approval of the Board of Directors;

(4) cooperating to achieve the purpose and goals of the Company as set forth in this Contract and the Related Contracts by executing any and all documents and taking all actions necessary or advisable to effect the foregoing;

(5) not permitting any borrowing or lending of money in the name of the Company, the issuance of any guarantee in the name of the Company or the establishment of any subsidiary, branch or business office of the Company without the prior approval of the Board of Directors; and

(6) causing each of the Directors designated by the Parties to the Board to vote in favour of a resolution approving each of the Related Contracts, and authorizing the General Manager or another officer of the Company to execute or ratify each of the Related Contracts on behalf of the Company, as soon as possible after the Establishment Date, unless the execution of the same has been waived in writing by the Parties; and

(7) assisting the Company in identifying, selecting and recommending qualified entities and individuals to be contracted by the Company to provide, but not limited to, raw materials, construction materials, mechanical and electrical components, software, software development, construction workers, and Project Management services for the coordination and oversight of the entire project.

Article 7.2 Further Responsibilities of Party A.

In addition to its other obligations under this Contract, upon the request of the Company, Party A shall assume the following responsibilities:

(1) Implement and maintain the policies, practices and controls with respect to patent and trademark protection, including confidentiality agreements, non-disclosure agreements, non-compete agreements and access to proprietary information.

(2) engaging a qualified technical institute to conduct land survey on the Land;

(3) arranging for environmental evaluation of the projects;

(4) assisting the Company in opening both RMB and U.S. Dollars current and capital accounts;

(5) liaising with all appropriate authorities to cause the complete and timely implementation of this Contract and the Related Contracts and the transactions contemplated hereby and thereby;

(6) assisting the Company in preparing, submitting and monitoring applications for, and obtaining all necessary approvals, permits, certificates and licenses required in connection with the conduct of the Company's business, including any required import licenses covering the import of technology, equipment, software, technical data or related materials into the PRC in connection with the transactions contemplated hereby;

(7) assigning the land use right to the Land to the Company and complete the required formalities for such assignment within one hundred and eighty (180) days upon execution of this Contract;

(8) without violation of the PRC law, using its best efforts to assist the Company in causing relevant authorities to secure that the Company shall, to the extent possible, enjoy adequate, reliable and uninterrupted access to various utilities and services required for the operations of the Company, including but not limited to access roads to the Land, electricity, water, steam, telecommunication, effluent treatment, and any other required utilities and/or services, throughout the existence of the Company on the terms and conditions which shall be no less favourable than those available to any companies similarly situated in the Industrial Park;

(9) assisting the Company in completing all import formalities and obtaining any Customs Duty and VAT exemption certificates for materials and equipment to be imported by the Company;

(10) assisting the Company in arranging PRC entrance and exit formalities and work permit certificates for the expatriate personnel of the Company and assisting in providing accommodations compatible with the style and standard of living of such personnel in their respective home countries and assisting such employees in making all PRC domestic travel arrangements, if applicable;

(11) without violation of the PRC law, using its best efforts to assist the Company in causing relevant authorities to secure that the Company shall be entitled to the taxes and preferential benefits available and assisting the Company in applying for all permitted reductions in, or rebates of, or exemptions from, PRC income taxes

(including withholding taxes), import duties, VAT, business and consumption taxes, local surcharges, real estate taxes, vehicle taxes or any other tax reductions, rebates or exemptions to which the Company is currently or may in the future become entitled so as to obtain the maximum benefit of such reductions, rebates or exemptions;

(12) assisting the Company in applying for certification of the Company as a "technologically advanced enterprise", "high and new technology enterprise" and "environmental friendly enterprise" (if applicable), the appropriate confirmation certificates and associated benefits;

(13) assisting the Company in obtaining from the appropriate PRC authorities all necessary licenses and foreign exchange approvals to permit the repatriation out of the PRC of all profits, dividends, return of capital and proceeds of liquidation and sale of equity interest payable to Party B, and the salaries and benefit payments of the expatriate personnel of the Company in foreign exchange, after the payment of applicable PRC income taxes, if any;

(14) providing information concerning technical and economic factors affecting the Joint Venture Products;

(15) assisting the Company in identifying, evaluating, interviewing, and recommending management and staff for the Company (subject to the approval of the Board of Directors of the Company) for the initial start-up of the Company and on an as-needed basis following the commencement of operations of the Company;

(16) providing training to the management and staff of the Company on relevant technical and business skills particularly in relation to the characteristics and considerations associated with the dedicated coal reserves.;

(17) providing assistance to the Company management, as required, relating to technical or business skills that may arise in the operation of the Company;

(18) assisting in discussions with local, provincial, and central government authorities, as required, to obtain support or assistance for any projects that the Company may engage in and to assist the Company maintain a good working relationship with relevant regulatory bodies;

(19) supplying of raw coal in quantities required to achieve the production capacities of the Company;

(20) providing assistance to the Company in obtaining feed stock from third-party suppliers to support the operations of the Company; and

(21) other matters referred to it by the Company for which Party A agrees to provide assistance.

Article 7.3 Further Responsibilities of Party B.

In addition to its other obligations under this Contract, upon the request of the Company, Party B shall assume the following responsibilities:

(1) providing the feasibility study report for Party B's clean coal technologies;

(2) providing site requirements and specifications for the clean coal facilities of the Company:

(3) assisting the Company in selecting, engaging and supervising the work of qualified contractors for the construction, erection and installation of the clean coal facilities of the Company;

(4) providing technical support and supervision during the course of the preparation, construction and operation of the clean coal facilities of the Company;

(5) instructing and training selected Chinese technical personnel and staff of the Company;

(6) assisting the Company to utilize advanced management systems;

(7) preparing, submitting and monitoring applications to obtain all necessary USA governmental approvals, including any required USA licenses covering the export of technology, equipment, software, technical data or related materials from the USA to the PRC in connection with the transactions contemplated hereby;

(8) procuring equipment outside of the PRC;

(9) relocating expatriate staff, nominated and appointed by Party B, to their home countries upon completion of their assignment with the Company, if applicable;

(10) providing information concerning technical and economic factors affecting the Joint Venture Products;

(11) preparing and submitting a proposal regarding the operation and management of the Premises; and

(12) other matters referred to it by the Company for which Party B agrees to provide assistance.

Article 7.4 Expenses.

The costs and expenses incurred by the Parties for fulfilling the above responsibilities will be reimbursed by the Company with satisfactory documents evidencing such costs and expenses and subject to the approval by the Board of Directors.

CHAPTER 8
BOARD OF DIRECTORS

Article 8.1 Formation.

The date of the issuance of the business license of the Company shall be the date of the establishment of the Company and the Board of Directors.

Article 8.2 Board Composition and Term of Office.

The Board of Directors of the Company shall consist of five (5) persons. Party A shall appoint three (3) persons and Party B shall appoint two (2) persons. The Chairman shall be nominated and appointed by Party A. The Chairman is the legal representative of the Company. The term of office of the Directors and the Chairman shall be three (3) years, provided that any Party may replace any of their appointed Directors during the term of their office. Directors shall not receive any remuneration from the Company for their services. However, travel, accommodation and other expenses incurred by the Directors for the business of the Company shall be reimbursed by the Company upon its examination and approval. Directors are eligible to serve consecutive terms if they are re-appointed by the Parties. The names of the members of the initial Board of Directors appointed by the Parties are set forth in Schedule 2 attached hereto.

Article 8.3 Liability Insurance

The Company shall purchase and maintain at all times during the Tenn of the Company liability insurance and other appropriate insurance for all the Directors of the Board of the Company to be underwritten by companies authorized to underwrite such coverage in China.

Article 8.4 Authority of the Board.

The Board of Directors is the highest authority of the Company and shall decide all major issues of the Company. The following matters shall require the unanimous vote of all Directors present at a duly convened meeting of the Board or unanimous written consent if adopted by a written resolution without a meeting:

(1) amendment of the Articles of Association;

(2) increase or decrease in the registered capital of the Company;

(3) dissolution of the Company;

(4) any mortgage of the assets of the Company to any third party; and

(5) merger with another organization, division or change of the form of the Company.

Decisions with respect to all other matters shall be adopted if they receive the affirmative votes of four (4) members of the Board, present and voting in person or by proxy, or in the case of a written resolution, by four (4) members of the Board, unless as otherwise specified elsewhere herein.

Article 8.5 Further Powers and Procedures.

The detailed powers and procedures of the Board shall be as set forth in the Articles of Association.

CHAPTER 9
SUPERVISOR

Article 9.1 Appointment.

The Company shall have one (1) Supervisor, which shall be appointed by Party B. Directors and senior management personnel shall not hold the post of Supervisor concurrently. The term of office of the Supervisor shall be three (3) years and a Supervisor can serve consecutive terms if reappointed.

Article 9.2 Duties and Powers.

The Supervisor shall exercise the following duties and powers:

(a) inspect the finances of the Company;

(b) supervise the performance of duties by directors and senior management personnel and propose to remove a director or senior management personnel who violates the provision of the laws and administrative regulations and the Articles of Association of the Company or the resolutions of the Board of Directors;

(c) require a director or senior management personnel who acts against the interests of the Company to make correction;

(d) propose to convene a special Board meeting, convene and chair a Board meeting when the Board of Directors fails to convene and chair a meeting in accordance with the provisions herein;

(e) make proposals at the Board meetings;

(f) file a lawsuit against a Director or senior management personnel in accordance with relevant laws; and

(g) other duties and powers stipulated in the Articles of Association of the Company.

The Supervisor may attend meetings of the Board of Directors and query resolutions of the Board of Directors or give suggestions. The Supervisor may conduct investigation upon discovering irregularities in the business operations and may appoint an accounting fine to assist in the investigation if necessary and expenses therefore shall be borne by the Company.

CHAPTER 10
MANAGEMENT

Article 10.1 Management.

The Company shall operate under the system of responsibility by the General Manager under the leadership of the Chairman of the Board of Directors. The Company shall have one General Manager, who shall be nominated by Party A or, at the Company's absolute

discretion, recruited from the open market and officially appointed by the Board. The Company shall also have one Chief Financial Officer, who shall be nominated by Party B and appointed by the Board. The responsibilities of the General Manager shall be to carry out various decisions of the Board of Directors and to conduct routine activities of the Company. The General Manager and the Chief Financial Officer shall report directly to the Chairman and the Board of Directors.

The General Manager may appoint Vice General Managers subject to the approval of the Board of Directors and they shall handle matters assigned by the General Manager and shall be responsible to him.

The construction and commissioning of the individual plants contemplated under this Contract will be the responsibility of a Project Manager who will either be an individual, or a company recommended by either Party and contracted by Company upon approval by the Board of Directors, and who will report to the General Manager. The Project Manager's responsibilities will include, but not limited to the coordination and management of all vendor and sub-contractor relationships, construction schedules, licensing, permitting, plant testing and final commissioning.

Department managers may be appointed by the General Manager in light of the Company's needs, provided that the Board has no objection to such appointment. They shall be responsible for the work in various departments of the Company, shall handle matters assigned by the General Manager and shall be responsible to him.

Article 10.2 Power of the Board to Dismiss Officers.

The Board of Directors may. by a resolution adopted by a four (4) affirmative votes of the Board of Directors, at any time remove the General Manager, Chief Financial Officer, Vice General Managers, Project Manager, department managers or other senior officers.

Article 10.3 Responsibilities of Senior Officers, etc.

The detailed responsibilities of the General Manager and other senior officers as well as other matters concerning the management of the Company are set forth in the Articles of Association.

CHAPTER 11 SALES

Article 11.1 Sales

The Clean Coal produced by the Company will be primarily designated for the gasification projects of the Gasification Company; however, the Company may sell clean coal as a fuel for power plants and other industrial applications in addition to the sale of chemical products and other by-products to third parties.

CHAPTER 12
PROCUREMENT

Article 12.1 Procurement of Equipment

The materials and components for the Company's clean coal plants will be provided through a combination of US, foreign, and Chinese domestic suppliers. The final determination of the sourcing of these items will be determined after evaluation and qualification by Party B.

Article 12.2 Procurement of Feed Stock

Party A has agreed that the 80 billion metric tons of coal reserves assigned to Party A by relevant government authority in Inner Mongolia shall be used as feed stock for the exclusive use by the Company. The Company may also purchase feed stock from other sources as determined by the Board of Directors.

CHAPTER 13
PROFIT DISTRIBUTION

Article 13.1 Profit Distribution.

(1) After payment of income taxes in accordance with law and allocation to the Three Funds, the net profits of the Company made through the sales of the Joint Venture Products to parties other than Gasification Company shall be distributed to the parties at follows:

Party A: 75%; Party B: 25%

(2) Party B is also entitled to 2.5% on the revenue generated by the Gasification Company by using the Clean Coal supplied by the Company as raw materials.

Article 13.2 Risk Sharing.

Each Party shall share the risks and losses of the Company according to their respective share of the registered capital of the Company as set forth in Article 6.2 herein.

CHAPTER 14
PAYMENT TO CONTRACTORS

Article 14.1 Payment to Contractors.

The company will be responsible for the payment of all goods, materials and services provided as part of the construction of the clean coal plant by its various contractors. These include, but are not limited to, raw materials, construction materials, mechanical and electrical components, software, software development, construction workers, and Project Management services for the coordination and oversight of the entire project.

CHAPTER 15
FOREIGN EXCHANGE

Article 15.1 Foreign Exchange Administration

All foreign exchange matters of the Company shall be handled in accordance with the relevant provisions of the PRC Foreign Exchange Administration Regulations and other relevant PRC laws and regulations as well as with the provisions of the Articles of Association.

Article 15.2 Foreign Exchange Transactions

All transactions of the Company's foreign exchange shall be handled through the Bank of China or other banks authorized by the SAFE.

CHAPTER 16
FINANCE, AUDIT, TAXES, ETC.

Article 16.1 Accounting System.

The financial affairs and accounting of the Company shall be handled in accordance with relevant PRC laws and regulations including in particular the Accounting System for Enterprises and other relevant laws and regulations.

Article 16.2 Audit.

The Company shall keep true and accurate accounting records of all operations of the Company and shall submit monthly statements to each Party within 30 days after the end of the month to which they relate. An appropriate independent accounting firm registered in China and approved by the Board of Directors shall be engaged by the Company. as its outside auditor, to examine and verify the year end statements, and such accounting firm shall submit its report to the Board of Directors. The Company shall submit to each Party the year end statements no later than 90 days from the end of the fiscal year, together with the audit report of the independent auditor. Internal auditing may be conducted as deemed necessary by the Board of Directors of the Company.

Article 16.3 Three Funds.

The Company shall establish and contribute annually from its after-tax profits to the Three Funds. The amount to be contributed to the Three Funds will be determined by the Board of Directors in accordance with the PRC law.

Article 16.4 Personal Income Tax.

All employees of the Company shall pay personal income taxes in accordance with applicable PRC law which shall be withheld and paid by the Company.

Article 16.5 Tax Preferences.

With the assistance of Party A, the Company shall apply for and obtain all permitted reductions in, or exemptions from, PRC income taxes, withholding taxes, import duties, VAT, business and consumption taxes, local surcharges, real estate taxes (including land value appreciation taxes, if any), vehicle taxes or any other tax reductions, rebates or exemptions to which the Company is currently, or may in the future become, entitled. Without limiting the generality of the foregoing, the Parties and/or the Company shall:

(1) submit an application to the relevant authority for the certification of the Company as a State encouraged foreign investment project and for the exemption of Customs Duties and VAT for the import of the equipment based on the FSR, and

(2) apply to the relevant authority for confirmation of the Company as a "technologically advanced enterprise", "high and new technology enterprise" and "environmental friendly enteprise".

Article 16.6 U.S. Tax Elections.

Party A and Party B agree to allow Party B to make any U.S. tax elections that are favorable to the U.S. tax treatment of this Contract without prejudice to the rights and tax liability of the Company and Party A under the PRC law and without violation of the PRC law.

CHAPTER 17
INSURANCE

Article 17.1 Insurance.

The Parties shall cause the Company to be covered by appropriate insurance policies underwritten by an insurance company that is permitted to underwrite insurance policies in the PRC and approved by the Board of Directors.

CHAPTER 18
COMPLIANCE

Article 18.1 Compliance.

Party A hereby acknowledges that Party B is subject to the laws and regulations of the United States of America, including without limitation, the Foreign Corruption Practices Act ("FCPA") which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. It is the Party B's strict policy and intentions at all times to be in compliance with the FCPA. Party A acknowledges that Party B's entering of this Contract is conditioned upon Party A's pledge that he will not violate the FCPA. Any action by Party A determined in good faith by Party B to be in contravention of FCPA shall result in immediate termination of this Contract and any other business relationship with the Company.

CHAPTER 19
LABOR MANAGEMENT

Article 19.1 Recruitment.

The Company will have the full autonomy to make all decisions and recruit any number of employees required for the construction, commissioning, and operation of the Company according to the Company's needs and criterion. Party A will recommend the most appropriate candidates and provide any other assistance to facilitate the Company's efforts in the recruitment of all Chinese employees. Employees employed by the Company shall sign a separate labour contract with the Company.

Labour plans and contracts covering the recruitment, qualifications and testing, employment, dismissal and resignation, wages, labour insurance, welfare, bonuses, labour discipline, retirement insurance and other matters concerning the staff and workers of the Company shall be handled in accordance with the PRC Labour Law, the PRC Labour Contract Law and relevant laws and regulations of the PRC and the local government.

Article 19.2 Management Personnel.

The Board of Directors shall decide on the salaries, subsidies, social insurance, welfare and standard of travel expenses for the General Manager, Vice General Managers and other employees.

Article 19.3 Trade Union.

To the extent required by law, the Company shall pay sufficient amount to the Company's trade union for such trade union's use in accordance with the applicable laws of the PRC on the management of trade unions.

CHAPTER 20
DURATION OF THE COMPANY

Article 20.1 Duration.

The duration of the Company shall be thirty (30) years from the Establishment Date, subject to the terms of CHAPTER 21. The duration of the Company may be extended at the end of its term if an application for the extension of the duration, proposed by one Party and unanimously approved by the Board of Directors, shall be submitted to the Approval Authority one hundred and eighty (180) days prior to the expiry date of the Company.

CHAPTER 21
TERMINATION

Article 21.1 Tennination Events.

Any one or more of the following events or conditions shall constitute a "Termination Event":

(1) if the Company's duration expires without extension; or

(2) if the Company suffers heavy losses and is unable to continue its operations, as determined by the Board of Directors; or

(3) if the Company is unable to continue operations for ninety (90) consecutive days or more because of an event of Force Majeure, unless otherwise agreed in writing by the Parties; or

(4) if a Party commits a material breach of this Contract or the Articles of Association, causing a material adverse effect on the financial condition or business operations of the Company, and such breach is irremediable, or if such breach shall be remediable, fails to remedy such material breach within a period of sixty (60) days after notice in writing from the other Party or the Board of Directors to remedy such breach; or

if any Party has breached its representations and warranties contained herein; or

if the Parties agree in writing to terminate this Contract; or

if bankruptcy proceedings are filed by or against any Party; or

if the Board of Directors is unable to make a determination on any matter material to the operation of the Company and such matter fails to be resolved to the satisfaction of the Parties; or

(9) if a Change in Law occurs and the Parties are unable to agree upon necessary adjustments within a ninety (90) day period after the occurrence of the Change in Law or are unable to implement any such adjustments to give effect to the provisions of Article 28.3 within a one hundred and eighty (180) day period after the occurrence of the Change in Law; or

(10) if Party A breaches its obligations under Article 18.1.

(11) if any Related Contract is not executed within three (3) months after the Establishment Date or is terminated for any reason, unless otherwise agreed by the Board of Directors; or

(12) if the Company is lawfully liquidated or its business license is lawfully revoked.

(13) if Party A breaches its obligations of confidentiality, or infringes the intellectual property of Party B.

Article 21.2 Notification Procedure.

Upon the occurrence of a Termination Event described in Article 21.1 (1), (2), (3), (6), (8), (9), (1 1) or (12), any Party may notify in writing the other Party and the Board of Directors that a Termination Event has occurred. Upon the occurrence of a Termination Event described in Article 21.1 (4), (5), (7), (9) or (13), the non-defaulting/bankrupt Party may notify in writing the defaulting/bankrupt Party and the Board of Directors that a Termination Event has occurred. Within thirty (30) days of any such notification, the Parties shall commence negotiations and endeavour to resolve the reason for the Termination Event. In the event matters are not resolved to the satisfaction of all Parties within thirty (30) days after commencement of negotiations, this Contract shall be terminated and the Company be dissolved.

Article 21.3 Each Party's Rights and Obligation on Termination.

If a Termination Event occurs due to any breach of this Contract or the Articles of Association by a Party, the non-breaching Party shall have the right to claim damages against the breaching Party for the reasonable losses incurred by it. The termination shall not affect a Party's accrued rights and obligation at the date of termination and any rights which specifically or by its nature survive the termination of this Contract.

Article 21.4 Approval Procedures.

Termination of this Contract based on any termination events in Article 21.1 shall be subject to the approval of the Approval Authority based on the application of the Board of the Company or the non-defaulting Party.

CHAPTER 22
DISSOLUTION AND LIQUIDATION

Article 22.1 Dissolution.

Upon termination of this Contract pursuant to provisions of this Contract, without prejudice to each non-defaulting Party's unilateral right to seek approval for dissolution of the Company, the Board of Directors shall adopt a resolution for the liquidation and dissolution of the Company and submit such resolution together with other necessary documents to the Approval Authority for its approval. Each Party shall cause the members of the Board of Directors designated by it to vote in favour of such resolution if such an action is legally required for dissolution and liquidation.

Article 22.2 Liquidation Committee.

Within fifteen (15) days of the approval of the dissolution of the Company by the Approval Authority, the Board of Directors shall establish a four (4) person Liquidation Committee. The Board of Directors shall appoint two (2) nominees of Party B, one of whom shall serve as chairman of the Liquidation Committee, and two (2) nominee of Party A. The Liquidation Committee shall establish procedures for liquidation of the assets of the Company and settling the liabilities thereof as described below and in compliance with the relevant PRC laws and regulations.

Article 22.3 Duties of the Liquidation Committee.

In addition to other obligations set out in this Contract and under PRC law, the Liquidation Committee shall, subject to confirmation by the Board of Directors, perform the following:

(1) prepare a balance sheet and detailed list of the Company's assets;

(2) prepare a liquidation plan for settling the Company's outstanding liabilities;

(3) publish an announcement for the benefit of unknown creditors and notify known creditors in writing concerning the liquidation of the Company in accordance with relevant PRC law;

(4) handle all unfinished matters of the Company;

(5) pay in full any outstanding taxes of the Company;

(6) settle claims and debts of the Company;

(7) dispose of property/proceeds;

(8) represent the Company in bringing or defending any legal actions on behalf of the Company; and

(9) return, or satisfactorily dispose of all materials protected under the Technology License Agreement.

The Liquidation Committee may. with the approval of the Board of Directors, engage accountants, appraisers, lawyers and other third parties, to assist with the liquidation process. The Liquidation Committee shall submit the Company's balance sheet, a detailed list of its assets, a description of the basis of evaluation of the Company's assets and a plan of liquidation prepared by it to the Board of Directors for confirmation, and the Board of Directors shall submit such to the Approval Authority for the record.

Article 22.4 Priority Disbursements.

Liquidation expenses and expenses of the Liquidation Committee (including fees payable to third party service providers) shall be paid out of the remaining assets of the Company (if any) by according such expenses a first priority in the distribution of such assets. Liquidation expenses include:

(1) fees required for the management, sale and distribution of the Company's assets;

(2) public announcement and litigation fees; and

(3) other fees incurred in the course of liquidation.

Article 22.5 Residual Assets.

After the Liquidation Committee has settled all the legitimate debts of the Company

(including, if applicable, the expenses of the Liquidation Committee in accordance with Article 22.4), all remaining assets of the Company, if any, shall be distributed to the Parties in proportion to their equity ratio.

Article 22.6 Publication.

After all accounts have been settled, the Company shall present a report to the Approval Authority and shall complete formalities with SAIC to cancel the Company's business registration and surrender its business license. In addition, a public announcement concerning the winding up of the Company shall be made.

CHAPTER 23
FORCE MAJEURE

Article 23.1 Force Maie ure.

Either Party shall be excused from its obligations hereunder when and to the extent that performance is delayed or prevented by any event of Force Majeure. "Force Majeure" shall mean any circumstance or event which is unforeseen and beyond the reasonable control of a Party, and which is unavoidable notwithstanding the reasonable care of such Party, and shall include, without limitation, force of nature, fire, explosion, geological change, storm, flood, earthquake, lightning, act of war or public enemy, change of prices of raw material or energy, or total or partial failure of the sources of supply of materials or energy or of means of transportation, governmental restraint, strikes, lockout, work stoppage or other industrial action or disturbance by workers or employees.

The Party affected by Force Majeure which seeks to excuse its performance under this Contract shall promptly notify the other Party advising of the excuse and the steps it will take to complete such performance. Each Party seeking to excuse its performance will be excused from such performance to the extent such performance is delayed or prevented provided that the Party so affected shall use its best efforts to complete such performance. The Parties agree to resume performance hereunder promptly whenever the causes of such excuse are cured or remedied.

Article 23.2 Termination because of An Event of Force Majeure.

Notwithstanding Article 21.1(3), if an event of Force Majeure continues for an uninterrupted period of ninety (90) days or more, either Party may forthwith by notice in writing to the other Party terminate this Contract.

CHAPTER 24
CONFIDENTIALITY AND NON COMPETITION

Article 24.1 Confidentiality.

Except in circumstances where the prior consent of the other Party has been obtained, during

the continuance of the Company and for a period of five (5) years after its termination. no Party to this Contract shall, nor shall it permit any of its directors, officers, employees and agents or the directors, officers, employees and agents of the Company or an Affiliate to, divulge to any person any trade secret, or secret process, method or means, or any other confidential information concerning the business of the Company or the other Party (the "Confidential Information") that comes to the knowledge of such Party or employee or agent by reason of its being a Party to this Contract or employee or agent of the Company or any Party or the Affiliate of such Party. Each Party shall advise its directors, officers, employees and agents receiving such information of the existence of and the importance of complying with the obligations set forth in this Article, including by the inclusion of confidentiality provisions in the employment or other contracts entered into with such persons. This Article shall not apply to any Confidential Information which (i) is or becomes known publicly through no wrongful act or breach of this Contract by the disclosing Party or persons acting on its behalf; (ii) was already known to the receiving Party at the time of disclosure as shown by its internal records; (iii) is disclosed to the receiving Party by a third party under no obligation of secrecy to the other Party; (iv) is developed independently by an employee or agent of the receiving Party without knowledge of the Confidential Information; (v) is approved for release by written authorization of the other Party or the Company; or (vi) is disclosed as required by law.

Article 24.2 Public Announcements.

At all times hereafter, no Party shall issue any press release or an announcement or other public statement with respect to this Contract, the Company or the transactions contemplated hereby which relates to (i) any dispute or difference of opinion between the Parties, (ii) any Confidential Information or proprietary information concerning or relating to the terms of this Contract or the other Party, and (iii) any information which could affect adversely the reputation of the Company or the other Party, without the prior approval of such other Party, which consent will be required to be given both as to fact of the announcement and as to the content thereof, unless otherwise, and to the extent, required by law.

Article 24.3 No Solicitation.

Each Party undertakes that it shall not, for so long as it owns any interest in the Company and for a period of twenty four (24) months after it ceases to own any interest in the Company solicit or entice away or attempt to solicit or entice away from the Company any employees, customers or any person who is or has at any time within one (1) year prior to the date in question been or employee, customer, client, agent or correspondent of, or In the habit of dealing with, the Company.

CHAPTER 25
EXCLUSIVITY

Article 25.1 Exclusivity.

Each Party agrees to hold the other Party as its exclusive partner for projects of the same or similar nature to the Company within the territory of Inner Mongolia Autonomous Region of the PRC and the Republic of Mongolia (the "Territory"). However, Party B shall have the option to choose other partners for projects in the Territory which Party A has expressly

refused to participate. Outside the Territory, either Party has the option, within thirty (30) days upon receipt of written notice from the other Party, to participate in projects that the other Party intends to cooperate with any third party under the same conditions and terms as offered to such third party.

CHAPTER 26
APPLICABLE LAW

Article 26.1 Applicable Law.

The formation of this Contract, its validity, interpretation, execution and settlement of any disputes arising hereunder shall be governed by, and construed in accordance with, the laws and regulations of the PRC.

CHAPTER 27
SETTLEMENT OF DISPUTES

Article 27.1 Arbitration.

(1) Should any dispute arise from the execution or implementation of this Contract or otherwise relating thereto, both Parties shall resolve the dispute through friendly negotiations. If the dispute cannot be resolved by negotiations within thirty (30) days after one Party has issued a written notice to the other Party requesting the commencement of such negotiations, then either Party may submit it to the Hong Kong International Arbitration Centre ("HKIAC") for arbitration in accordance with its rules then in effect and the following provisions:

(a) the arbitration shall be conducted in English and Chinese and three arbitrators (one appointed by each Party and the third appointed by the Chairman of HKIAC) may refer to both the English and Chinese text of the Contract; (3)

(b) the arbitration award shall be final and binding on the Parties and shall be enforced in accordance with its terms; and

(c) the costs of arbitration shall be borne by the Party as designated in the arbitration award.

(2) During the process of negotiation and arbitration, the Parties shall continue to implement this Contract without interruption, except for matters in dispute.

CHAPTER 28
AMENDMENT, ALTERATION AND DISCHARGE OF THE CONTRACT

Article 28.1 Amendments.

Any amendment to this Contract and the Articles of Association of the Company must be approved unanimously by the Board of Directors and must be submitted to the Approval

Authority for its approval, and must be recorded in a written document signed by the Parties.

Article 28.2 Improvement in Terms.

If, after the date hereof, the issuance, amendment, supplement or rescission by the PRC or any subdivision or agency thereof, of any tax, foreign exchange, customs or any other laws, rules, regulations or decrees, or the interpretation thereof permits terms and conditions more favourable to the Company or any Party than the terms of this Contract or the laws, rules, regulations and decrees applicable to the Company or such Party of the date of this Contract, the Company or such Party or both shall receive the benefits of such new conditions, and each Party shall exercise its best efforts to assist the Company to obtain the appropriate PRC approvals, if any, required to qualify for the benefit of such new laws, rules, regulations, decrees or interpretation thereof.

Article 28.3 Economic Adjustment and Change in Law.

If any Party's economic benefits are adversely and materially affected by the promulgation of any new laws, rules or regulations of China or the amendment or interpretation of any existing laws, rules or regulations of China after the date of this Contract (a "Change in Law"), the Parties shall promptly consult with each other and use their best endeavours to implement any adjustments necessary to better protect each Party's benefits.

CHAPTER 29
MISCELLANEOUS

Article 29.1 Effective Date.

Unless otherwise provided herein or in the Related Contracts, this Contract (including all its Schedules/Exhibits) shall become effective on the Effective Date which shall be the date when the FSR, this Contract (including its Schedules/Exhibits) and the Articles of Association have been signed by both Parties and approved by the Approval Authority.

Article 29.2 Prior Agreements.

This Contract and its Schedules/Exhibits, which are hereby incorporated by reference as inseparable and integral parts of this Contract, constitute the whole and entire agreement between the Parties and shall supersede any other previous oral or written agreements or communications between the Parties relating to the Company or the joint venture relation between the Parties created hereby.

Article 29.3 Notice.

All notices or other communications under this Contract shall be in writing and shall be delivered or sent to the correspondence addresses or facsimile numbers of the Parties set forth in Article 2.1 or to such other addresses or facsimile numbers as may be hereafter designated in writing on seven days' notice by the respective Parties. All such notices and communications shall be effective (i) on the date when delivered personally; (ii) on the date when sent by telex, facsimile or other electronic means with sending machine confirmation;

(iii) ten (10) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) four (4) days after deposit with a commercial overnight courier, with written verification of receipt.

Article 29.4 Headings.

The headings of the Articles of this Contract are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such headings may refer.

Article 29.5 Severability.

If any provision of this Contract should be or become fully or partially invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

Article 29.6 No Immunity.

To the extent that any Party may be entitled in any jurisdiction to claim for itself or any of its property or assets immunity in respect of its obligations under this Contract from service of process, jurisdiction, suit, arbitration, judgment, execution, attachment (whether before judgment, in aid of execution or otherwise) or legal process or to the extent that in any jurisdiction there may be attributed to it or all or any of its property or assets immunity of that kind (whether or not claimed), each Party irrevocably agrees not to claim and irrevocably waives that immunity to the fullest extent permitted by the laws of that jurisdiction.

Article 29.7 Conflict with Articles of Association.

To the extent that there are any conflicts between the provisions of this Contract and the Articles of Association, this Contract shall prevail.

Article 29.8 Cession or Assignment.

Unless otherwise provided in this Contract, neither this Contract nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be ceded or assigned by any Party hereto without the written consent of the other Party.

Article 29.9 Efficiency.

All transactions contemplated in this Contract will be effected on a basis that maximizes the commercial and tax efficiency of such transaction for all Parties. If, based on a Change in Law or for any other reason, a Party can show that such transaction be restructured or otherwise changed to maximize commercial and/or tax efficiency, the Parties shall negotiate such efficiency for all affected Parties pursuant to Article 28.3.

Article 29.10 Schedules/Exhibits.

If there are any inconsistencies between the main body of this Contract and the Schedules/Exhibits attached hereto, the provisions stipulated in the main body of this

Contract shall prevail.

Article 29.11 Terms.

Any terms used in the attached Exhibits/Schedules shall have the same meaning as those defined in this Contract, unless inconsistent with or otherwise expressly indicated by the context.

Article 29.12 Language of the Contract.

This Contract is written in both Chinese and English languages. Both versions shall have equal validity and any inconsistency or conflict between the two versions shall be resolved according to the intention of the Parties and purpose of this Contract.

Article 29.13 Original Copies.

This Contract is executed in eight (8) original counterparts in each of the English and Chinese versions, and each of which shall have equal effect in law. The Parties shall each retain one Chinese copy and one English copy. The remaining copies shall be submitted to the Approval Authority or other governmental authorities, or retained by the Company, as required.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract as of the day and year first above written.

SINO-MOGOLIAN INTERNALTIONAL RAILROAD SYSTEMS CO., LTD.

By: /s/Wu Li Ji Mu Reri

Name: Wu Li Ji Mu Reri

Title: Chairman of the Board

CLEAN COAL TECHNOLOGIES, INC.,

By: /s/Douglas Hague
Name: Douglas Hague
Title: President & Chief Executive Officer

SING-MONGOLIAN INTENATIONAL INVESTMENT CO. LTD. COOPERATIVE JOINT VENTURE CONTRACT

SCHEDULE I

MAP OF THE LAND

EXHIBIT A

SUPPLY AGREEMENT

EXHIBIT B

TECHNOLOGY LICENSE AGREEMENT

EXHIBIT 10.8 TO FORM 10

McGOVERN CAPITAL LLC
14 E. 60th Street, Suite 606
New York, New York 10022
(212) 688-9840
Fax (212) 688-9844
www.mcgoverncapital.com
kevin@kevinmcgovern.com

March 25, 2008

Mr. Douglas Hague
President and CEO
Clean Coal Technologies, Inc.
12518 West Atlantic Boulevard
Coral Springs, FL 33071

Re: Consulting Agreement

Dear Mr. Hague:

This letter agreement ("Agreement") sets forth the terms and conditions under which McGovern Capital LLC ("McGC") agrees to serve as an advisor to Clean Coal Technologies, Inc. ("CCTI") in connection with strategic business counsel to be provided to CCTI.

1. Services To Be Rendered. McGC agrees to assist CCTI as an advisor in connection with strategic business issues, including: (a) devising a strategic program for the protection, licensing and engagement of potential business partners of CCTI's intellectual property rights: and (b) after the successful demonstration in a pilot scale test of CCTI's technology, McGC will endeavor to assist CCTI in locating additional investor funding.

2. Consideration. As consideration for the services to be rendered by McGC hereunder, CCTI shall provide McGC with the following consideration:

A. McGC shall receive a payment of Three Thousand U.S. Dollars (US $3,000.00) for each day or a portion thereof that a principal of McGC is requested to provide consulting services to CCTI. MCGC agrees to waive the payment in cash of its fees described in this Section 2.A until such time as CCTI receives after the date of this Agreement total additional funding in excess of Two Million Five Hundred Thousand U.S. Dollars (US $2,500,000.00).

B. In addition to the payments required by paragraph 2.A. above, and in further consideration of McGC's agreement to waive the cash payment of the fees as set forth in Section 2.A above, McGC shall participate in the CCTI Stock Bonus Program (the "Program") according to the schedule set forth in Schedule A attached hereto and made a part hereof. CCTI agrees to indemnify and hold harmless McGC for any legal issues, including without limitation, any corporate and/or securities issues with respect to McGC's rights contemplated hereunder, which are attributable to CCTI.

C. By signing this Agreement, the parties hereto represent that all necessary corporate approvals have been sought and have been made by McGC and CCTI respectively and their respective boards (if board approvals are necessary).

D. The obligations of CCTI to pay McGC the consideration set forth in this Agreement (and including in Schedule A hereto) shall survive the termination of this Agreement pursuant to the terms set forth in Section 3 below. This Agreement is binding on McGC and CCTI and their respective successors in interest and assigns.

E. CCTI agrees to prepare and execute such documentation as is necessary to effectuate this Agreement and the grant to McGC of participation in the CCTI Stock Bonus Program as set forth in this Agreement, including without limitation, such modifications to any existing stock bonus plans currently in effect.

3. Termination.

A. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

B. Upon termination of this Agreement, CCTI shall remain obligated to pay McGC the fees accrued and award the rights vested pursuant to Paragraph 2 and Schedule A of this Agreement through the effective date of the termination (i.e. the date sixty (60) days after notice of termination is given.

4. Disclosure By McGC. CCTI hereby acknowledges that it has been disclosed by McGC that certain of its principals are attorneys and that certain of McGC principals are members of a law firm doing business as McGovern & Associates. CCTI further hereby acknowledges that this Agreement does not constitute an agreement for McGC or any of its principals to provide legal services to CCTI. Likewise, this Agreement does not constitute an agreement for McGovern & Associates to provide any legal services to CCTI, absent a separate writing signed by both CCTI and McGovern & Associates setting forth the terms of any engagement for legal services. CCTI acknowledges that it has had an adequate opportunity to either retain legal counsel to review and advise CCTI before entering into this Agreement and either has had its legal counsel review this Agreement or chosen not to have its legal counsel review this Agreement before entering into it.

5. Disputes. This Agreement and the rights granted pursuant hereto shall be determined in accordance with the substantive laws of the State of Delaware without recourse to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this Agreement, including without limitation controversies or claims arising out of or relating to the parties' decision to enter into this Agreement and the circumstances thereof, shall be settled by binding arbitration. Either party may initiate arbitration by making demand on the other party by written notice. There shall be one arbitrator to be mutually agreed upon by the parties and to be selected from the Judicial Panel of the Center for Public Resources. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. They may use all methods of discovery including but not limited to depositions, requests for admissions and requests for production of documents. The time periods for compliance shall be set by the arbitrator who may also set reasonable limits on the scope of such discovery. The proceeding shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties' confidential information. The arbitrator shall, in rendering his or her decision, apply the substantive law of the State of Delaware. Except as specifically provided for in this Section, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall take place in New York, New York. The arbitrator shall have authority to determine who shall pay costs and expenses, including without limitation reasonable attorney's fees and arbitrator's fees, it being the intent of the parties that the prevailing party in any action shall be entitled to recover the cost of such action, including without limitation reasonable attorneys' fees, incurred as a result of the such action.

6. Expenses. CCTI shall promptly reimburse McGC for any ordinary, reasonable and necessary out-of-pocket expenses incurred while performing services under this Agreement, and in no event later than ten (10) days after submission of the expense statement submitted to CCTI by McGC.

7. Late Payments. Failure to make any payment required under this Agreement within thirty (30) days of the date presented for payment shall result in a late fee being charged at the rate of one percent (1%) per month until paid in full.

8. Integration. It is understood and agreed that this Agreement supersedes any and all prior agreements between us concerning the subject matter hereof and may only be modified by further written agreement signed by the party charged with accepting the modification.

9. Press Releases and Publicity. The parties agree that neither shall issue any press releases nor public statements concerning the terms of this Agreement and/or the engagement of McGC as a consultant under this Agreement until the party that did not prepare the release or statement has had a reasonable opportunity to approve the content and has provided consent to its release.

Please indicate your agreement by signing the enclosed copy of this letter and returning it to me.

Sincerely,

McGOVERN CAPITAL LLC

By: _____
Kevin McGovern, Chairman
Dated: March 25, 2008

AGREED AND ACCEPTED:

CLEAN COAL TECHNOLOGY, INC.

By: _____
Douglas Hague
President and CEO

Dated: March 25, 2008

ccti – mcgc eng ltr 032508clean

SCHEDULE A

A. Bonus. Whereas CCTI has represented that as of the date of this Agreement, the total number of issued, on a fully diluted basis, shares in CCTI is Four Hundred Nine Million, Ninety Thousand, Nine Hundred Eighty (409,090,980):

In consideration of consultant's services provided to CCTI in accordance with the foregoing agreement, consultant shall be entitled to an irrevocable stock bonus program based on the total number of Four Hundred Nine Million, Ninety Thousand, Nine Hundred Eighty (409,090,980) CCTI issued, on a fully diluted basis, shares as of March 25, 2007, as follows:

McGC shall be entitled to an irrevocable right to exercise, at any time, a bonus award of restricted company stock equivalent to four percent (4%) of the total issued, on a fully diluted basis, shares of CCTI, to vest in three installments as follows:

i. thirty three percent (33%) exercisable immediately any time after execution of this Agreement;

ii. thirty three percent (33%) exercisable any time after August 15, 2008; and

iii. the balance exercisable any time after December 31, 2008.

CCTI and McGC acknowledge that the stock subject to the above-mentioned bonus is subject to a substantial risk of forfeiture based on testing of the technology of CCTI that could render the stock worthless.

B. Standard Adjustments. In case of any change in the amount of CCTI company stock issued and/or outstanding which causes the amount of CCTI stock to increase, including without limitation, through merger, consolidation, reclassification, reorganization, payment of a stock dividend or the making of any other distribution of shares payable in CCTI stock, through a stock split or subdivision of shares, consolidation or combination of shares, reclassification or recapitalization of CCTI stock, then, as a condition of such change, lawful and adequate provision will be made so that McGC automatically will be issued by CCTI such additional shares to maintain its stock bonus award of four percent (4%) of CCTI's total issued, on a fully diluted basis, shares after any of the foregoing events.

C. Effect of Merger or Consolidation. Notwithstanding anything to the contrary in this Schedule A or the foregoing consulting agreement to which it is attached, one hundred percent (100%) of the bonus rights shall become immediately exercisable upon a change in control of CCTI, whether by merger, acquisition or otherwise, regardless of how many days have elapsed from the signing of this agreement by CCTI.

D. Pro Ration Upon Termination. In the event that the foregoing consulting agreement is terminated for any reason whatsoever prior to the vesting of the bonus for a period as set forth herein above, then any such bonus rights not yet vested shall be terminated after the effective date of the termination as set forth in Paragraph 3(B) of the foregoing consulting agreement; provided, however, that any unvested interests shall be *pro rated* monthly through the effective date of termination, with the full amount for a *pro rated* month vesting on the 1st calendar day of that month.

EXHIBIT 10.9 TO FORM 10

Cappello Capital Corp

April 24, 2008

Mr. Doug Hague
President & CEO
Clean Coal Technologies, Inc.
12518 West Atlantic Boulevard
Coral Springs, FL 33071

Dear Mr. Hague,

This letter shall confirm the engagement of Cappello Capital Corp. ("Advisor") as exclusive financial advisor to Clean Coal Technologies, Inc. ("Company") to perform the corporate finance advisory services provided for herein. The Company, as defined herein, shall include Clean Coal Technologies, Inc., its subsidiaries, affiliates and any entities it may form, merge into, be acquired by, or invest in. The term of this agreement ("Agreement") shall run from the date of receipt by Advisor of the Company's signed acceptance of this Agreement until twelve months thereafter, and will then automatically extend on a month-to-month basis thereafter until cancelled by either party pursuant to the terms hereof ("Term"). This Agreement may be cancelled by either party as provided in the paragraph entitled "Termination of Agreement." Conditions to this engagement include successful outcome of the current SEC inquiry into the Company and Advisor's completion of due diligence to its satisfaction.

Transaction:

The corporate finance advisory services that may be performed by the Advisor relate to the following types of Transactions with an investor or entity introduced or identified by or on behalf of Advisor or Company, or who is in contact with or is contacted by Advisor or Company during the Term of the Agreement (individually or collectively, a "Covered Party"). Notwithstanding the foregoing, the Company will, prior to the execution of this Agreement, provide Advisor on Attachment B hereto a list of investors and affiliates/partners with whom it has come in contact prior to the engagement of Advisor ("Protected Party"). In the event that the Company consummates a Transaction with a Protected Party, then the fees payable to the Advisor shall be as set forth in the Fees and Expenses section of this Agreement. Both the Company and the Advisor must agree on which of the following activities to pursue. As used in this Agreement, the term "Transaction" shall include, but specifically not be limited to or by:

a) a private placement, conducted pursuant to Regulation D of the U.S. Securities Act of 1933 or other applicable U.S. or foreign securities laws, rules and regulations with a Covered Party (a "Private Placement") including, without limitation, a placement of equity, debt, convertible securities or other financial instrument in such amount as the Company and the Advisor may agree upon ("Placement Amount");

b) a strategic alliance (a "Strategic Alliance") that involves an agreement with a Covered Party that may, either directly or indirectly, enter into any type of sales, marketing and/or management agreement with the Company;

c) the sale of the Company (a "Sale" or "Merger"), whether by merger, reverse merger, stock sale or sale in one or more transactions, of all or substantially all of the assets of the Company to a Covered Party or where the shareholders of the Company own less than a

majority of the surviving entity or, in the case of a merger or sale with or to a shell company or a special purpose acquisition corporation (SPAC), irrespective of the resulting division of ownership;

d) the sale of a portion of the Company (a "Divestiture"), whether by merger, stock sale or sale in one or more transactions, of a portion of the assets of the Company to a Covered Party;

e) a recapitalization (a "Recapitalization") involving the issuance of any indebtedness or equity securities by the Company to a Covered Party which may or may not involve, among other items, an extraordinary dividend being paid or equity securities being repurchased by the Company, whether as a stand alone Transaction or in connection with a related Transaction;

f) a strategic acquisition (an "Acquisition") pursuant to which (i) the Company consummates a merger, consolidation or other business combination with a Covered Party, where the Company is the surviving entity (or its shareholders own a majority of the equity in the surviving entity) in such business combination, or (ii) the Company acquires a majority of the total equity ownership of a Covered Party, or all or substantially all of the assets of a Covered Party. Notwithstanding the foregoing, Acquisition shall not include reverse mergers or Transactions with a SPAC.

Description of Services:

The Advisor will, to the extent requested by the Company, assist the Company in analyzing potential Transactions according to the terms and conditions of this Agreement. In this regard, the Advisor may undertake certain activities on behalf of the Company, including the following:

a) assisting, on a best-efforts basis, in securing bridge financing;

b) analyzing Transaction options available to the Company;

c) counseling the Company as to strategy and tactics for effecting a potential Transaction;

d) advising the Company as to the structure and form of a possible Transaction, including the form of any agreements related thereto;

e) assisting the Company in obtaining appropriate information and in preparing due diligence presentations related to a potential Transaction;

f) introducing the Company to institutional investors, accredited individual investors, strategic or financial buyers, distributors, licensees, and/or strategic partners, as may be appropriate;

g) assisting in negotiations related to a potential Transaction, as may be appropriate, on behalf of the Company;

h) rendering such other financial advisory and investment banking services as may from time to time be agreed upon by the Company and the Advisor.

Exclusivity:

The Company agrees that no other financial advisor is or will be authorized by it during the Term of this Agreement to perform services on the Company's behalf of the type described hereunder or which Advisor is otherwise authorized to perform hereunder. No fee payable to any other financial legal, or other advisor either by the Company or any other entity shall reduce or otherwise affect the fees payable hereunder to Advisor, except as otherwise agreed to in writing by Advisor. In order to coordinate our efforts with respect to a possible Transaction, during the period of our engagement

hereunder neither the Company nor any representative thereof (other than Advisor) will engage in discussions regarding a Transaction except through Advisor. If the Company or its management receives an inquiry regarding a Transaction, it will promptly inform Advisor in writing of such inquiry.

Confidentiality:

The Company agrees that, without prior written consent, it will not disclose, and will not include in any public announcement, the name or names of any investor, buyer, or strategic partner, unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement, unless the Company has received approval from the other party.

Closing:

The closing ("Closing") of a Transaction shall be deemed to occur on the earlier of the date of execution of all material legal documentation or the transfer (if applicable) of funds. Any Closing is subject to mutually satisfactory documentation and approval by the Company's Board of Directors.

Information Furnished by the Company:

The Company will furnish Advisor with all financial and other information and data as Advisor believes appropriate in connection with its activities on the Company's behalf, and shall provide Advisor full access to its officers, directors, employees and professional advisors. The Company agrees that it and its counsel will be solely responsible for ensuring that the Transaction complies in all respects with applicable law. The Company represents and warrants that any written or oral communication with Advisor at all times through Closing, will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Company will promptly notify Advisor if it learns of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to Advisor. The Company recognizes and confirms that Advisor, in connection with performing its services hereunder, (i) will be relying without investigation upon all information that is available from public sources or supplied to it by or on behalf of the Company or its advisors, (ii) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same and (iii) will not conduct any appraisal of any assets of the Company. The Company will also cause to be furnished to Advisor at the Closing copies of such agreements, opinions, certificates and other documents delivered at the Closing as Advisor may reasonably request.

Waiver of Conflicts:

The Company acknowledges that Advisor and its affiliates have and will continue to have investment banking and other relationships with parties other than the Company pursuant to which Advisor may acquire information of interest to the Company. Advisor shall have no obligation to disclose such information to the Company, or to use such information in connection with any contemplated transaction. The Company recognizes that Advisor is being engaged hereunder to provide the services described above only to the Company and to all other parties, if any, who execute this Agreement in specified other capacities and is not acting as an agent or a fiduciary of, and shall have no duties or liability to, the equity holders of the Company or any third party in connection with its engagement hereunder, all of which are hereby expressly waived. No one other than the Company (and such other parties in such capacities, if any) is authorized to rely upon the engagement of Advisor hereunder or any statements, advice, opinions or conduct by Advisor. Upon termination of this Agreement (as defined in the "Termination of Agreement" section of this Agreement), the Company agrees to release Advisor with respect to the provision of future corporate finance services

to any shareholder or affiliate of the Company or Covered Party. Such services may include, but not be limited to, those described in this Agreement.

Fees and Expenses:

With respect to the services rendered hereunder, the following describes the fees and expense reimbursements that the Company agrees to pay the Advisor:

a) A retainer fee of $20,000 per month accrued and payable to Advisor upon the Closing of a Transaction with at least $5.0 million raised, and thereafter payable each remaining month of the Term. This fee shall be credited against aggregate fees in excess of $750,000 due per paragraphs (b), (c), (d), (e), (f) or (g) of the Fees and Expenses section of this Agreement.

b) In the event that the Company proceeds with a Private Placement, the Advisor will assist the Company with preparation of an information package, identify potential investors, and negotiate the terms and funding of the Transaction. At Closing of a Private Placement, the Company will pay the Advisor a cash fee equal to a percentage of the Placement Amount, or at the Advisor's option, a percentage of the same security privately placed, according to **Schedule A** attached for equity (or securities convertible, exchangeable or redeemable into equity), according to **Schedule B** attached for mezzanine capital (includes non-convertible senior debt with an equity component or subordinated debt with or without an equity component), and according to **Schedule C** attached for senior debt with no equity component.

c) In the event that the Company proceeds with a Strategic Alliance during the Term, the Advisor will assist the Company with the analysis and negotiation of terms of a sales, marketing and/or management agreement, as the Company may require. At Closing of the Strategic Alliance, the Company will pay the Advisor a fee equal to a percentage of the value to the Company of the Strategic Alliance ("Alliance Value"), according to **Schedule B** attached. Such Alliance Value shall include any revenues or revenue sharing fees, royalties, license fees or milestone payments, and/or other items as may be mutually agreed upon in good faith by the parties hereto. The Company and the Advisor shall in good faith agree at Closing on the value of any such non-cash consideration that is included in the value of a Strategic Alliance.

d) In the event that the Company proceeds with a Sale or Merger during the Term, either as a separate Transaction or in conjunction with another Transaction where financing is necessary, the Advisor will assist the Company with preparation of an information package, identify potential partners, and negotiate the terms and funding of the Transaction. At the Closing of such Transaction, the Company will pay the Advisor a Transaction fee equal to a percentage of the aggregate value of all cash, debt or equity securities, employment agreements or other consideration that are issued or exchanged in connection therewith and the value of debt or other liabilities assumed ("Transaction Value"), according to **Schedule B** attached. At the Advisor's option, this fee may be payable in a form of consideration equivalent to that employed in the Transaction. The Company and the Advisor shall in good faith agree at Closing on the value of any such non-cash consideration that is included in the value of a Sale or Merger.

e) In the event that the Company proceeds with a Divestiture during the Term, either as a separate Transaction or in conjunction with another Transaction where financing is necessary, the Advisor will assist the Company with preparation of an information package, identify potential investors, and negotiate the terms and funding of the Transaction. At the Closing of such Transaction, the Company will pay the Advisor a

Transaction fee equal to a percentage of the Transaction Value, according to **Schedule B** attached. At the Advisor's option, this fee may be payable in a form of consideration equivalent to that employed in the Transaction. The Company and the Advisor shall in good faith agree at Closing on the value of any such non-cash consideration that is included in the value of a Divestiture.

f) In the event that the Company proceeds with a Recapitalization during the Term, either as a separate Transaction or in conjunction with another Transaction where financing is necessary, the Advisor will assist the Company with preparation of an information package, identify potential investors, and negotiate the terms and funding of the Transaction. At the Closing of such Transaction, the Company will pay the Advisor a Transaction fee equal to a percentage of the Transaction Value, according t o **Schedule A** attached for equity (or securities convertible or exchangeable into equity or redeemable), according to **Schedule B** attached for mezzanine capital (includes non-convertible senior debt with an equity component or subordinated debt with or without an equity component), and according to **Schedule C** attached for senior debt with no equity component. At the Advisor's option, this fee may be payable in a form of consideration equivalent to that employed in the Transaction. The Company and the Advisor shall in good faith agree at Closing on the value of any such non-cash consideration that is included in value of a Recapitalization.

g) In the event that the Company proceeds with an Acquisition during the Term, the Advisor will assist the Company with due diligence and negotiation of Acquisition terms. The Company will pay the Advisor, immediately upon Closing of any Acquisition, a Transaction fee equal to a percentage of the Transaction Value, according to **Schedule B** attached, in addition to any financing fees that would otherwise apply according to this Agreement. At the Advisor's option, this fee may be payable in a form of consideration equivalent to that employed in the Transaction. The Company and the Advisor shall in good faith agree at Closing on the value of any such non-cash consideration that is included in the value of an Acquisition.

h) Notwithstanding the above, in the event Advisor receives compensation from a third party in connection with the consummation of a Transaction with the Company during the Term, such compensation shall be credited against any fees due to Advisor from Company per paragraphs (b), (c), (d), (e), (f) or (g) of the Fees and Expenses section of this Agreement.

i) Any securities payable to the Advisor under this Agreement shall entitle the Advisor to full, unconditional piggyback registration rights without any holdback obligations.

j) The Company agrees to advance to the Advisor $5,000 to reimburse any out of pocket expenses incurred by the Advisor during the Term of the Agreement, whether or not a Transaction is consummated, including, but not limited to legal, consulting, travel, lodging and due diligence expenses. Any unused portion of the $5,000 shall be returned to the Company upon the Termination of this Agreement, and any amounts incurred above $5,000 shall be immediately reimbursed to the Advisor. Individual Advisor expenses in excess of $10,000 shall require the prior written approval of the Company. On a month-to-month basis, the Company will immediately reimburse the Advisor for all expenses related to arranging a Transaction, or other services provided described heretofore, including, but not limited to legal, consulting, travel, lodging and due diligence expenses.

k) In the event that Advisor's fees, costs or other compensation, including warrants or other equity securities, are not paid or issued (as applicable) within thirty (30) days from the date due, or the date of Advisor's invoice, if any, there will be an additional charge at a monthly rate of one percent (1%), or such lesser rate mandated by California law, upon

the unpaid balance or fair market value of such securities, as applicable.

l) Upon notice from Advisor, the Company agrees to cause to be paid such portion of Advisor's fees to such individuals and entities as may be directed by Advisor, and any such fees actually paid to third parties as directed by Advisor shall reduce dollar for dollar the amount of fees owed to Advisor hereunder. This arrangement shall be effected in lieu of each such third party entering into a separate fee agreement with the Company.

m) Notwithstanding anything to the contrary hereunder, but without modifying or affecting in any way any other provision of this Agreement, if the Company consummates a Transaction with a Protected Party within ninety (90) days of the date hereof (the "Protected Period"), then Advisor shall be entitled to receive only fifty percent (50%) of the Company per paragraphs (b), (c), (d), (e), (f) or (g) of the Fees and Expenses section of this Agreement. If such financing is not consummated within the Protected Period, all of said Protected Parties shall thereafter be considered Covered Parties and Advisor shall be entitled to the fees provided for per paragraphs (b), (c), (d), (e), (f), or (g) of the Fees and Expenses section of this Agreement, as applicable, if a Transaction is consummated with such Protected Party as provided herein.

Termination of Agreement:

Except as otherwise provided for herein, this Agreement may be cancelled by either party upon thirty (30) days prior written notice to the other party after first four months of the Term. Termination shall be deemed effective on the earlier of thirty (30) days following that date of such written notice or as mutually agreed upon by Company and Advisor ("Termination"). Notwithstanding anything to the contrary herein, if the Company closes a Transaction with a Covered Party during the Term of this Agreement, the Term of this Agreement shall automatically be extended for a one (1)-year period from the date of Closing of each such Transaction, and this Agreement can thereafter be terminated only by Advisor during such one (1)-year period.

Break-up Fee:

If, during the Term of this Agreement, the Company decides not to proceed with a Transaction with Advisor and/or a Covered Party and instead, during the twelve (12) month period following the Termination of this Agreement, consummates a Transaction, financing, merger or other transaction on substantially similar terms or that results in substantially similar economic and dilutive effects to those proposed by a Covered Party, but with an investor or entity that is not a Covered Party, the Company will immediately forward to Advisor a payment equal to 50% of the aggregate cash and non-cash fees provided for in the Fees and Expenses and Additional Investment Option sections of this Agreement. A Transaction shall be deemed consummated before such date if any agreement in principle which includes all material terms of such Transaction is reached prior to such date even if the closing occurs later.

Strategic Advisor Warrants:

Upon execution of this Agreement, the Company will issue to Advisor or its designees, as partial compensation for the services rendered hereunder, warrants with an exercise price of $0.05 per share to purchase up to five percent (5%) of the Company on a fully-diluted basis as of the date of this Agreement, taking into account all outstanding options, rights, and warrants,. Notwithstanding the foregoing, any warrants issued in anticipation of the exercise of currently outstanding options, rights or warrants, may be cancelled by the Company in the event said options, rights, or warrants, are not exercised or exchanged prior to their respective maturities. The warrants will vest over the following schedule: 2.0% upon execution of the Engagement Agreement and 3.0% upon the closing of a Transaction (1% for every $2.5 million value generated from a Transaction). If either the Company

or Advisor elects to terminate this Agreement, the Company may cancel any portion of the warrants that have not vested as of the Termination.

Upon the Closing of any Transaction during the Term with a Covered Party that involves a Private Placement, in lieu of an over-allotment option, the Advisor or its designees shall have the right to purchase from the Company for $100.00 an option to purchase ten percent (10%) of the securities that are placed in the Transaction or a warrant to acquire ten percent (10%) of the shares into which any securities sold in such Transaction are convertible, at a price equal to the price paid by the investor(s) at Closing ("Additional Investment Option"). Additional Investment Options or warrants are fully vested upon the date of issuance. Provided below is an example of an exercise of an Additional Investment Option:

Placement Amount:	$10,000,000
Additional Investment Option:	1,000,100
Total Funds Raised:	$11,000,100

All the warrants and options granted pursuant to this Agreement will have a ten year life and may be exercised incrementally over time. No fees will be payable to the Advisor in connection with the exercise of these warrants and options. The issuance of these warrants and options is a material inducement to Cappello Capital Corp. to enter into this Agreement. These warrants and options shall be deemed earned at the time of issuance. A cashless exercise may be used for all option or warrant transactions. The common stock underlying these options or warrants will be subject to full, unconditional piggyback registration rights without any holdback obligations.

Future Investments:

Notwithstanding anything to the contrary herein, if any Covered Party (or their collective affiliates) consummates a Transaction with the Company where Advisor is not the placement agent or financial advisor, at any time within two (2) years of the Termination or expiration of the Term, as extended, if extended, the Company agrees to promptly pay the Advisor according to the Fees and Expenses section of this Agreement and the Additional Investment Option section of this Agreement. A Transaction shall be deemed consummated before such date if any agreement in principle which includes material terms of such Transaction is reached prior to such date even if the closing occurs later. Within thirty (30) business days following the Termination or expiration of the Term, Advisor shall deliver to the Company a list of Covered Parties, which list shall establish the basis for compensation under the provisions of the Agreement following the expiration of the Term.

Attorney's Fee Provision:

In the event of any legal dispute between the Company and the Advisor, all reasonable attorney's fees and related expenses of the prevailing party shall be paid by the other party (which shall include an award of interest at 10% per annum and recovery of costs by the prevailing party).

Governing Law and Jurisdiction:

This Agreement is governed by and construed in accordance with the laws of the state of California, without regard to choice of laws provisions. All lawsuits, hearings, arbitration or other proceedings shall take place in Los Angeles County, State of California. The parties irrevocably waive any objections they may have based on improper venue or inconvenient forum in Los Angeles County, State of California.

Miscellaneous:

All payments and reimbursements of expenses payable hereunder shall be made in U.S. dollars in immediately available funds. This Agreement contains all of the understandings between the parties hereto with reference to the subject matter hereof. No other understanding not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto and any such understandings, oral or otherwise, not specifically referred to herein shall be merged into this Agreement and superseded by the provisions hereof. No officer or employee of any party has any authority to make any representation or promise not contained herein. Advisor has the right to publish a tombstone and case study describing the Transaction upon closing at its own expense, which may include the reproduction of the Company's logo, a brief description of the Transaction and a link to the Company's website. If requested by Advisor, the Company agrees to include a mutually acceptable reference to Advisor in any press release or other public announcement made by the Company regarding a Transaction as contemplated herein. This Agreement cannot be modified or changed except by a written instrument signed by each party hereto.

Restricted Trading:

Upon execution of this Agreement, Advisor shall inform its personnel that the Company's publicly traded stock has been placed on its restricted trading list.

Indemnification:

Recognizing that Advisor, in providing the services contemplated hereby, will be acting as representative of and relying on information provided by the Company, the Company agrees to the provisions of Attachment A hereto. The Company shall use its best efforts to cause any binding agreements with acquirers or providers of capital or financing to include exculpation and indemnification provisions in favor of Advisor which are equivalent to the foregoing and are binding on such persons. It is specifically understood and agreed that the indemnification provisions of Attachment A shall be binding on the successors and assigns of the parties hereto and of the indemnified parties, specifically including the continuing corporation after any Transaction and any successor thereto whether by subsequent merger, consolidation or transfer of all or substantial part of the assets or business of the Company or such continuing corporation.

Severability:

The provisions of this Agreement shall apply to the engagement (including related activities prior to the date hereof) and any modification thereof and shall remain in full force and effect regardless of the completion or termination of the engagement. If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Patriot Act:

The USA PATRIOT ACT is designed to detect, deter and punish terrorists in the U.S. and abroad. Under the requirements imposed on Advisor by the NASD under this Act, Advisor may ask Company to provide various identification documents and/or other information during the transaction process.

If this Agreement meets with your approval, please indicate your acceptance of the above by signing where indicated below and returning this Agreement by facsimile and the original by mail to the undersigned.

Thank you for the opportunity to be of service.

Sincerely,

/s/Bruce Pompan
Bruce L. Pompan
Managing Director
Cappello Capital Corp.

AGREED AND ACCEPTED:

The foregoing accurately sets forth our understanding and agreement with respect to the matters set forth herein.

CLEAN COAL TECHNOLOGIES, INC.

By: /s/Douglas Hague

Title: CEO and President

Date: 4/28/2008

EXHIBIT 23.1 TO FORM 10

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to use in this Form 10 of our report dated December 31, 2008 relating to the financial statements as of and for the years ended December 31, 2007 and 2006 of Clean Coal Technologies, Inc. (a development stage company).

/s/ Malone & Bailey, PC
Malone & Bailey, PC
www.malone-bailey.com
Houston, Texas
January 14, 2009