



UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-KSB

ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2003.

or

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 0-29185

**SAVE THE WORLD AIR, INC.**

*(Exact name of registrant as specified in its charter)*

**Nevada**

*(State or other jurisdiction of  
incorporation or organization)*

**52-2088326**

*(I.R.S. Employer  
Identification No.)*

**5125 Lankershim Boulevard  
North Hollywood, California 91601**

*(Address, including zip code, of principal executive offices)*

**(818) 487-8000**

*(Registrant's telephone number, including area code)*

**Securities registered pursuant to Section 12(b) of the Exchange Act: None.**

**Securities registered pursuant to Section 12(g) of the Exchange Act: Common Stock, \$0.001 par value.**

Check whether the Registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Check if disclosure of delinquent filers in response to Item 405 of Regulation S-B is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference to Part III of this Form 10-KSB or any amendment to this Form 10-KSB.

Registrant's revenues for its most recent fiscal year: None.

The aggregate market value of voting and non-voting common equity held by non-affiliates of the Registrant was approximately \$57.3 million as of March 31, 2004, based upon the closing price on the Pink Sheets reported for such date. This calculation does not reflect a determination that certain persons are affiliates of the Registrant for any other purpose.

The number of shares of the Registrant's Common Stock outstanding as of March 31, 2004 was 34,691,821 shares.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Registrant's Proxy Statement for its 2004 Annual Meeting of Stockholders (the "Proxy Statement"), to be filed with the Securities and Exchange Commission, are incorporated by reference into Part III of this Form 10-KSB.

Transitional Small Business Disclosure Format (Check one): Yes  No

FORM 10-KSB

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## PART I

### Item 1. Business

#### Special Cautionary Note Regarding Forward-Looking Statements

This Annual Report on Form 10-KSB (Annual Report) contains forward-looking statements. These forward-looking statements include predictions regarding our future:

- revenues and profits;
- customers;
- research and development expenses;
- scientific test results;
- sales and marketing expenses;
- general and administrative expenses;
- liquidity and sufficiency of existing cash;
- technology and products;
- the outcome of pending or threatened litigation; and
- the effect of recent accounting pronouncements on our financial condition and results of operations.

You can identify these and other forward-looking statements by the use of words such as “may,” “will,” “expects,” “anticipates,” “believes,” “estimates,” “continues,” or the negative of such terms, or other comparable terminology. Forward-looking statements also include the assumptions underlying or relating to any of the foregoing statements.

Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth below under the heading “Risk Factors.” All forward-looking statements included in this document are based on information available to us on the date hereof. We assume no obligation to update any forward-looking statements.

#### General

We develop proprietary devices that can be installed on motor vehicles and are designed to reduce harmful emissions, improve fuel efficiency and improve performance. Our prototype devices we call “ZEFS” are intended to significantly reduce hydrocarbon and carbon monoxide emissions, while significantly increasing fuel economy. We have devoted the bulk of our efforts to complete the design and development of our production models and raising the financing required to do so. We have generated no revenues and our business is in the development stage. We have taken actions to secure our intellectual property rights to the ZEFS device and we eventually plan to initiate marketing efforts by sale or license of our ZEFS technology, which we intend to license to automobile manufacturers and market to auto parts retailers.

Our company was incorporated on February 18, 1998, as a Nevada corporation under the name Mandalay Capital Corporation. We changed our name to Save the World Air, Inc. on February 11, 1999 following the acquisition of marketing and manufacturing rights of the ZEFS device from Jeffrey Muller. During the past three years, we have been acquiring new technologies, developing products using our technologies and conducting scientific tests regarding our technologies.

Our mailing address and executive offices are located at 5125 Lankershim Boulevard, North Hollywood, California, 91601. Our telephone number is (818) 487-8000. Our corporate website is [www.savetheworldair.com](http://www.savetheworldair.com). Information contained on the website is not a part of this Annual Report.

#### Background

Our principal business focus currently rests with development and distribution of a device designed to solve the complex problems caused by automobile pollution. Throughout the past few years, we have designed and tested multiple versions of the ZEFS device for use on carbureted and fuel injection gasoline engines and are currently in the process of adapting this technology to work on engines that use diesel fuels.

The incomplete and inefficient burning of fossil fuel in an automobile engine results in unburned gases, such as hydrocarbons and carbon monoxide being expelled as a by-product from the engine’s exhaust. These emissions from

automobile engines have contributed to significant air pollution and depletion of the ozone layer that protects us from harmful ultraviolet radiation. As a result, the world has experienced significant changes to its air quality since the beginning of the 20th century and, because of the added vehicles, the problem has gotten progressively worse with each passing year. Forecasts published by the World Resources Institute indicate that by the year 2010 the number of automobiles in operation worldwide will exceed 800 million.

SWA acquired the worldwide manufacturing and marketing rights to the ZEFS device from its inventors. When the ZEFS device is fitted to internal combustion engines, using diesel fuel or gasoline, it may reduce the emission of dangerous polluting carbon monoxide, hydrocarbon exhaust gases and nitric oxide gases.

The ZEFS device operates by using magnetic energy to reduce the size of the fuel molecules passing from the carburetor or fuel injector of the vehicle to the intake manifold prior to combustion. This, in turn, creates an atomization process in which fuel molecules are able to bond effectively with oxygen atoms resulting in cleaner fuel burning by the engine.

## **Strategy**

Currently, we plan to refine and commercialize the ZEFS technology into a wide variety of carbureted and fuel-injection based vehicles. In addition, we are engaged in independent laboratory testing of the ZEFS technology premise in order to gain better market acceptance by automobile manufacturers and governmental regulatory officials.

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### ***Independent Laboratory and Scientific Testing***

Research and testing using government standard test equipment in the United States has demonstrated that the ZEFS device may lead to reduced engine emissions, such as carbon monoxide and hydrocarbons. In tests conducted at the Northern California Diagnostics Laboratory, the ZEFS device reduced carbon monoxide, hydrocarbons, and nitrous oxide fume levels and increased gas mileage for the test vehicle.

In December 2002 we retained the RAND Corporation to study the validity and market potential of our technology. RAND determined that sufficient theoretical basis exists to warrant entry into a comprehensive product testing program. In May 2003, we entered into an arrangement in which RAND would coordinate and supervise both a theoretical scientific study of the concepts underlying the ZEFS device as well as an empirical study.

### ***Governmental Mandates to Reduce Air Pollution***

Governments internationally recognize the serious effects caused by air pollution and have enacted legislation to mandate that automobile manufacturers be required to reduce exhaust emissions caused by their products. The approach used by auto makers to address this mandate has thus far generally taken the form of installing catalytic converters, which work on the principle of super heating gases within the exhaust manifold after the damaging gases have been created through internal combustion. These types of converters may be less effective than our technology in reducing emissions, increasing horsepower and increasing fuel economy in order to achieve emission reductions. We anticipate that further government mandates may force automobile manufacturers to adopt better solutions to reducing emissions.

### ***Technology Transfer***

We are actively continuing with our research on the ZEFS device for use on gasoline-powered engines and have taken steps to finalize the development of versions of the device to fit on carbureted, center point, and multi-port fuel injection systems. We anticipate we will use these prototype devices to serve as demonstration units, during presentations before the major automobile manufacturers. It is our long-term objective to facilitate the adoption of this technology by major automobile manufacturers.

We developed this strategy of technology transfer because auto makers will likely require approximately two to three years to fully inspect, test, and integrate the ZEFS devices into their new car designs, as well as to adapt it to their legacy vehicles. Since the ZEFS device is presently protected by international patent, we view the technology transfer strategy as the most viable option to gain widespread adoption of the technology by major automobile manufacturers without compromising our ownership of the technology. We intend to assist these manufacturers with the full integration of our technology, by not only supporting the required engineering and system integration efforts, but also by reducing costs associated with such process so that they may not be prohibitive to the endeavor.

Because of the complexity and enormity of the task of designing ZEFS variants to fit every make and model of car manufactured over the past twenty years, we intend to rely heavily on the cooperation of the major auto-makers to support this function, including engineering, marketing, and installation of the device. Additionally, we are cognizant that in order to preserve the integrity of the warranties provided to car owners by the manufacturers, these manufacturers must be involved in the process of designing and installing the ZEFS device on legacy vehicles. We envision that a cooperative venture between car makers and us will result in the most optimal mechanism for the installation of ZEFS on the greatest percentage of cars possible, through agreements between the company, the auto makers and their dealerships. This approach to the distribution of the ZEFS device to the after market assures compatibility with the original design specifications of the auto makers and facilitates the continued manufacturer endorsement of the new car warranty program. We envision entering into a revenue sharing arrangement is planned, between us, the automobile makers, and their licensed dealers, to assure equitable returns for all entities relative to the distribution of the ZEFS device to the automobile after market.

### ***Diesel Engine Market***

In order to create a near term capital revenue stream for the company, we are currently engaged in the development of a variant of the ZEFS device for use on diesel engines such as those used on large trucks, buses, and electrical generators. Because these types of vehicles use engines provided from Cummins, Caterpillar, or

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Detroit Diesel almost exclusively, the number of ZEFS variants needed to service these fleets is considerably less than the number required to satisfy the automobile market. This fact alone makes entry into the diesel engine market extremely attractive for our business, offering a large number of potential customers with a minimum of expense for research and development of product variants. This market is seen as extremely viable for us and our products because of the expressed need by the trucking industry, large-scale transportation providers, fleet operators, school districts, transit authorities and corporations to reduce emissions and costs associated with fuel expenditures and operations.

The business strategy relative to this particular market rests in the realization that these professional transportation operators maintain large fleets of vehicles that would directly benefit from the “cost savings” associated with the fuel economy aspect of the ZEFS device, as well as these entities realizing a significant residual benefit in improved customer relations through a demonstrative reduction in the amount of pollution they contribute on an annual basis to the environment. In addition to our plan of negotiating distribution agreements with the manufacturers of diesel engines (similar to the technology transfer strategy cited earlier for the automobile manufacturers), we plan to market the diesel engine versions of the ZEFS device to after market customers directly. It is believed that direct marketing of the ZEFS device to large-scale entities like rapid transit districts, school districts, large fleet operations, and trucking associations will facilitate the immediate generation of a sustainable capital revenue stream that can be used to enhance company operations, provide for expanded research, and return dividends to its shareholders.

### **Competition**

The automotive and motor engine industry is highly competitive. We have many competitors in the United States and throughout the world developing technologies to make engines more environmentally friendly and fuel efficient. Many of our competitors have greater financial, research, marketing and staff resources than we do. For instance, automobile manufacturers have already developed catalytic converters on automobiles, in order to reduce emissions. While we believe that our technology has greater benefits, it may be unable to gain market acceptance. Further, research and development throughout the world is constantly uncovering new technologies. Although we are unaware of any, there can be no assurance that no existing or future technology is currently or will be superior to the ZEFS device.

### **Intellectual Property and Royalties**

In December 1998, Jeffrey Muller transferred to the Company all of the marketing and manufacturing rights to the ZEFS technology in exchange for 5,000,000 shares of our common stock, \$500,000 and \$10 royalty for each unit sold. In November 2002, under our settlement with the Muller bankruptcy trustee, the trustee transferred all ownership and legal rights to the international patent application for the ZEFS device to us. In exchange for these rights, we gave the bankruptcy trustee an option to purchase 500,000 shares of our common stock at \$1.00 share and \$0.20 royalty on each device we sell. See “Item 3. Legal Proceedings” and Note 1 to Notes to Financial Statements” below.

In May 2002, we settled a dispute with Kevin “Pro” Hart, who claimed proprietary rights to the ZEFS technology. He assigned to us all rights to the ZEFS technology in exchange for an option to purchase 500,000 shares of our common stock at \$1.00 share and \$0.20 royalty on each device we sell. Mr. Hart currently serves as a member of our Advisory Board. See “Advisory Board” below.

We obtained the patent application for the ZEFS device (PCT/AU1/00585) filed originally by Jeff Muller in Australia in May 2000. The International Filing Application for our ZEFS technology was filed on May 19, 2001 (Official No. 10/275946) [PCT/AU1/00585] and modified as ZEFS Mark II on July 9, 2003. If approved, the duration of the patent is 20 years from the date the original application was filed. We are unable to state at this time how long the United States patent review process will take and is unable to give any assurances that the patent will be granted. Prior to the issuance of such patent, we relied solely on trade secrets, proprietary know-how and technological innovation to develop our technology and the designs and specifications for the ZEFS technology. Overall, we have applied for a patent on an international basis in approximately 64 countries worldwide.

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The following table summarizes the status of the ZEFS patent application in the following countries.

<u>Country</u>	<u>Number</u>	<u>Filing Date</u>	<u>Status</u>
Australia	2001 258057	May 21, 2001	Awaiting examination
Brazil	0.111.365-8	May 21, 2001	Awaiting examination
Canada	2409195	May 21, 2001	Awaiting examination
China	01809802.9	May 21, 2001	Under examination
Eurasian(1)	200201237	May 21, 2001	Under examination
Europe(2)	019331222.2	May 21, 2001	Awaiting examination
India	IN/PCT/2002/01523	May 21, 2001	Awaiting examination
Japan	586731/2001	May 21, 2001	Must request Examination by May 21, 2008
Mexico	PA/A/2002/11365	May 21, 2001	Awaiting examination
New Zealand	523113	May 21, 2001	Granted
South Africa	2002/10013	May 21, 2001	Awaiting Grant
South Korea	2002 7015531	May 21, 2001	Must request Examination by May 21, 2006
United States	10/275946	May 21, 2001	Examination requested October 2003

(1) Eurasian patent application covers the countries of Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, the Kyrgyz Republic, Moldova, the Russian Federation, Tajikistan, Ukraine and Turkmenistan.

(2) Europe patent application covers the countries of Austria, Belgium, Switzerland, Lichtenstein, Cyprus, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Sweden, Turkey, Lithuania, Latvia, Slovenia, Romania and Macedonia.

In November 2003, we completed the initial patent application process in Australia for our Multiport Fuel Rail Emissions device and our ZEFS Mark III system, a product designed to reduce emissions in fuel injection engines.

We have entered into agreements with certain employees and consultants, which limit access to, and disclosure or use of, our technology. There can be no assurance, however, that the steps we have taken to deter misappropriation of our intellectual property or third party development of our technology and/or processes will be adequate, that others will not independently develop similar technologies and/or processes or that secrecy will not be breached. In addition, although management believes that our technology has been independently developed and does not infringe on the proprietary rights of others, there can be no assurance that our technology does not and will not so infringe or that third parties will not assert infringement claims against us in the future. Management believes that the steps they have taken to date will provide some degree of protection, however, no assurance can be given that this will be the case.

### **Research and Development**

We have established a research and development facility in Queensland, Australia. We have purchased test vehicles, test engines and testing equipment. We have completed testing on ZEFS devices for the VW Beetle and Ford Mustangs, which has been provided to RAND for evaluation. Through 2003, we have continued research on devices for the two and four-stroke engines and thin line two and four barrel carbureted devices. We have expanded research and development to include applications of the ZEFS technology to diesel engines, motorbikes and boats. No proceeds were spent on research and development prior to 2002. We spent \$202,470 on research and development in fiscal year 2002 and \$672,000 in fiscal year 2003.

### **Government Regulations and Probability of Affecting Business**

We intend to control the sell licenses to manufacture of our products and to market them worldwide through international distributorships. As such, importation and exportation regulations may impact our activities. A breach of such laws or regulations may result in the imposition of penalties, fines, suspension or revocation of licenses. We are not currently involved in any such judicial or administrative proceedings and believe that we are in compliance with all applicable regulations.



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Although it is impossible to predict with certainty, the effect that additional importation and exportation requirements and other regulations may have on future earnings and operations, we are presently unaware of any future regulations that may have a material effect on our financial position, but cannot rule out the possibility.

### **Advisory Board**

Our Advisory Board provides specific expertise in areas of research and development relevant to our business and meets with our management personnel from time to time to discuss our present and long-term research and development activities. Advisory Board members include:

Sir Jack Brabham, Triple Formula One World Champion and Twice Formula One World Constructors Champion, is an expert in the areas of racing car design.

Erin Brockovich Ellis, Director of Environmental Research, Masry and Vititoe, P.C. Ms. Ellis is an environmental activist and a research expert with respect to complex environmental matters.

Kevin "Pro" Hart, is a famous Australian artist and inventor of the "ZEFS" device.

Jack Reader, Ph.D., Director, BIFS Technologies Corporation. Mr. Reader is a systems engineer and an expert in business management and energy conservation.

Bobby Unser, Jr., Founder, Unser Driving, Inc. Mr. Unser is an expert in motor racing and stunt driving.

### **Employees**

As of December 31, 2003, we had four full-time employees, including our Chief Operating Officer, Chief Financial Officer, and Executive Vice President, Business Development. We utilize the services of three full-time consultants in our R&D facility in Australia and four part-time consultants to assist us with marketing and other matters. We intend to hire additional personnel, as needed. We believe that our success depends, in part, on our ability to hire, assimilate and retain additional qualified personnel.

### **Executive Officers**

The following table sets forth certain information regarding our executive officers as of December 31, 2003:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Edward L. Masry, Esq.	71	Chairman of the Board, Chief Executive Officer and President
Eugene E. Eichler, CPA	76	Chief Operating Officer, Chief Financial Officer and Treasurer
Bruce H. McKinnon	61	Executive Vice President of Business Development
Nathan Shelton	54	Vice President of Marketing and Distribution
Robert F. Sylk	65	Vice President
Janice Holder	57	Corporate Secretary

*Edward L. Masry, Esq.* has served as our Chairman of the Board of Directors, Chief Executive Officer and President since October 2001. Mr. Masry has been a member of the law firm of Masry & Vititoe since 1986 and was Mayor of Thousand Oaks City and currently a member of the City Council. From 1960 to 1986, he was a partner of various law firms. Mr. Masry was corporate director of Merlin Olsen Porsche Audi from 1970 to 1988 and corporate director of Gabriel Olsen Volkswagen from 1969 to 1973. Mr. Masry received a J.D. from Loyola Law School, Los Angeles.

*Eugene E. Eichler, CPA* has served as our Chief Operating Officer, Chief Financial Officer and Treasurer since October 2001 and as our director since May 2002. Mr. Eichler was the Chief Financial Officer and Firm Administrator of the law firm Masry & Vititoe from 1982 to October 2001. From 1974 to 1982, Mr. Eichler provided financial consulting services to Foundation for HMO's, Acne Care Medical Clinics and Earth Foods, Inc. From 1960 to 1974, Mr. Eichler headed financial consulting services for Milburn Industries and Brown, Eichler & Company. From 1953 to 1960, he held the position of Chief Budgets and Forecasts at North American Aviation. From 1951 to 1953, Mr. Eichler held various audit positions at the Atomic Energy Commission. Mr. Eichler received a B.A. from University of Montana.

*Bruce H. McKinnon* has served as a director since May 2002 and our Executive Vice-President of Business Development since December 2003. Mr. McKinnon has served as Chief Executive Officer and President of KZ Golf, Inc., an international golf equipment company, since 1994. From 1990 to 1994, he was President and Chief Executive Officer of TTL Corporation and Novaterra, Inc., environmental remediation and technology corporations. Prior to 1990, Mr. McKinnon was an owner, Chairman and Chief Executive Officer of several international trading and manufacturing corporations.

*Nathan Shelton* has served as our Vice President of Marketing and Distribution since 2003. From 2002 until present, he operates his own consulting firm. He was the Chief Executive Officer and Chief Marketing Officer at K&N Engineering from 1984 to 2002 and was also Chairman of the Specialty Equipment Market Association, a trade association of automotive after market manufacturers and distributors.

*Robert F. Sylk* has served as a director since October 2001 and our Vice President of Investor Relations since May 2002. He currently is one of the board of directors of the La Quinta Chamber of Commerce and Chairman of the Ambassadors Committee. From 1991 to 2003, he has served as a senior executive of Mirage Resorts. He was a delegate to the California Tourism and Trade Commission from 1994 to 1998. From 1993 to 1997, he was Senior Vice President of the Marina Del Rey Chamber of Commerce. He was a board member for the L.A. County Department of Beaches and Harbors and on the Board of the U.S.O. from 1993 to 2000. Mr. Sylk is presently a director for the Agua Caliente Casino, located in Rancho Mirage, Calif.

*Janice Holder* has served as our Corporate Secretary since October 2001. From 1964 through 1984, Ms. Holder managed various medical facilities in Orange County. Since 1984, she has been the Office Manager for the Law Offices of Masry & Vititoe.

## **Risk Factors**

### ***We expect to incur future losses and may not be able to achieve profitability.***

We have not yet generated any revenue from operations and, accordingly, we have incurred net losses every year since our inception in 1998. Although we expect to generate revenue eventually from sales of our ZEFS device, we anticipate net losses and negative cash flow to continue for the foreseeable future. We expect that our operating expenses will increase significantly in the near term, due in part to significant investments we intend to make in research and development. Consequently, we will need to generate significant additional revenue to achieve profitability. Although our management is optimistic that we will generate additional revenue, we may not be able to operate profitably. If we cannot achieve or sustain profitability, we may not be able to fund our expected cash needs or continue our operations.

### ***We will need additional capital to meet our operating needs, and we cannot be sure that additional financing will be available.***

As of December 31, 2003, our primary business goal requires an investment of approximately \$450,000 per quarter and our current resources will be sufficient to fund operations through June 30, 2004. We will require additional capital in order to operate beyond this date. Our management is cautiously optimistic that, given our recent private financing and discussions with potential capital sources, it will be successful in obtaining funds. However, additional capital may not be available on favorable terms to us, or at all. If we cannot obtain needed capital, our research and development, manufacturing and marketing plans, business and financial condition and our ability to reduce losses and generate profits are likely to be materially and adversely affected.

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***As a company in the early stage of development with an unproven business strategy, our limited history of operations makes evaluation of our business and prospects difficult.***

Our business prospects are difficult to predict because of our limited operating history, early stage of development and unproven business strategy. Since our incorporation in 1998, we have been and continue to be involved in development of products using our technology, establishing manufacturing and marketing of these products to consumers and industry partners. Although we believe our technology and products in development have significant profit potential, we may not attain profitable operations and our management may not succeed in realizing our business objectives.

***If we are not able to devote adequate resources to product development and commercialization, we may not be able to develop our products.***

Our business strategy is to develop, manufacture and market ZEFS products using our technology that can be installed on motor vehicles that reduce harmful emissions, improve fuel efficiency, reduce operating costs and improve performance. We believe that our revenue growth and profitability, if any, will substantially depend upon our ability to:

- raise additional capital for research and development;
- complete development of new products; and
- successfully introduce and commercialize new products.

Many of our products are still under development, including ZEFS devices employable with carburetors, multiport fuel injection, diesel engines and other internal combustion engines. Because we have limited resources to devote to product development and commercialization, any delay in the development of one product or reallocation of resources to product development efforts that prove unsuccessful may delay or jeopardize the development of other product candidates. Although our management believes that it can finance our product development through private placements and other capital sources, if we do not develop new products and bring them to market, our ability to generate revenues will be adversely affected.

***The commercial viability of the ZEFS device is unproven, and we may not be able to attract customers.***

To the best of our knowledge, no consumer or automobile manufacturer has used the ZEFS device to reduce motor vehicle emissions to date. Although an independent EPA-certified testing facility has tested the ZEFS device and confirmed its core functionality in reducing harmful emissions, we have hired Rand Corporation to undertake a comprehensive study regarding all aspects of the ZEFS device and its market potential. Consequently, the commercial viability of the ZEFS device is unproven at this time. If commercial opportunities are not realized from the use of the ZEFS device, we may not be able to attract customers.

***If our products and services do not gain market acceptance, it is unlikely that we will become profitable.***

The market for products that reduce harmful motor vehicle emissions is evolving and we have many successful competitors. Automobile manufacturers have historically used various technologies, including catalytic converters, to reduce exhaust emissions caused by their products. Compared to these technologies, our technology is unproven, and the use of our technology by these companies is limited. The commercial success of our products will depend upon the adoption of our technology by auto manufacturers and consumers as an approach to reduce motor vehicle emissions. Market acceptance will depend on many factors, including:

- the willingness and ability of consumers and industry partners to adopt new technologies;
- the willingness of governments to mandate reduction of motor vehicle emissions;
- our ability to convince potential industry partners and consumers that our technology is an attractive alternative to other technologies for reduction of motor vehicle emissions;
- our ability to manufacture products and provide services in sufficient quantities with acceptable quality and at an acceptable cost; and
- our ability to place and service sufficient quantities of our products.

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If our products do not achieve a significant level of market acceptance, demand for our products will not develop as expected and it is unlikely that we will become profitable.

***If we are not able to successfully market and distribute our products, our ability to generate revenue will be adversely affected.***

Our future success is dependent upon our ability to successfully develop and maintain marketing, distribution or sales capabilities. We intend to sell our products to consumers and industry partners, or major automobile manufacturers, looking to sell new products and services in existing distribution channels. However, if our marketing and distribution strategy is unsuccessful, our ability to sell our products will be adversely affected and our revenue will decrease.

***Any future revenues are unpredictable, and our operating results are likely to fluctuate from quarter to quarter.***

We believe that our future operating results will fluctuate from quarter to quarter due to a variety of factors, including:

- delays in product development;
- market acceptance of our new products;
- changes in the demand for, and pricing, of our products;
- competition and pricing pressure from competitive products;
- manufacturing delays; and
- expenses related to, and the results of, proceedings relating to our intellectual property.

A large portion of our expenses, including expenses for our facilities, equipment and personnel, is relatively fixed and not subject to significant reduction. In addition, we plan to increase operating expenses significantly in 2004 as we increase our research and development, production and marketing activities. Although we expect to generate revenues from sales of our products in the future, revenues may decline or not grow as anticipated and our operating results could be substantially harmed for a particular fiscal period. Moreover, our operating results in some quarters may not meet the expectations of stock market analysts and investors. In that case, our stock price most likely would decline.

***Our capitalization is uncertain, and the value of our shares may be diluted.***

Stock purchase options for 10,000,000 shares issued to our former director and CEO, Jeffrey Muller, and others are subject to ongoing litigation. In addition, there are more than 8,700,000 shares outstanding which we believe are owned or controlled by Jeffrey Muller and which are also the subject of litigation. We are optimistic that the court will order the cancellation of all these shares. If we are unsuccessful in our litigation to void the 10,000,000 options, the larger number of outstanding shares from exercising these stock options and shares will result in substantial dilution of the value of our shares.

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### ***If we lose our key personnel or are unable to attract and retain additional personnel, we may be unable to achieve profitability.***

Our future success is substantially dependent on the efforts of our senior management, particularly Edward L. Masry, Eugene Eichler, Bruce McKinnon, and Nathan Shelton. The loss of the services of members of our senior management may significantly delay or prevent the achievement of product development and other business objectives. Because of the scientific nature of our business, we depend substantially on our ability to attract and retain qualified marketing, scientific and technical personnel. There is intense competition among specialized automotive companies for qualified personnel in the areas of our activities. If we lose the services of, or do not successfully recruit key marketing, scientific and technical personnel, the growth of our business could be substantially impaired. We do not maintain key man insurance for any of these individuals.

### ***We may face costly intellectual property disputes.***

Our ability to compete effectively will depend in part on our ability to develop and maintain proprietary aspects of our technology and either to operate without infringing the proprietary rights of others or to obtain rights to technology owned by third parties. Our pending patent applications, specifically patent rights of the ZEFS device, may not result in the issuance of any patents or any issued patents that will offer protection against competitors with similar technology. Patents we receive may be challenged, invalidated or circumvented in the future or the rights created by those patents may not provide a competitive advantage. We also rely on trade secrets, technical know-how and continuing invention to develop and maintain our competitive position. Others may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets.

On May 28, 2002, in settlement of Kevin Charles "Pro" Hart's challenge to our rights to the ZEFS international patent application, Mr. Hart assigned all his patent rights to us in exchange for certain stock options and other consideration. This settlement with Mr. Hart effectively was subject to our resolution of Mr. Muller's claims to the ZEFS international patent application. We have obtained a preliminary injunction prohibiting Mr. Muller, among others, from selling, transferring or encumbering, among other things, all interest he or his wife, Lynn Muller, may have in the pending patent rights of the ZEFS device. This litigation remains ongoing. However, we have reached a settlement with the bankruptcy trustee for the estate of Mr. Muller and his wife, transferring all ownership and legal rights to the international patent application for the ZEFS device.

### ***Our common stock is subject to penny stock regulation, which may make it more difficult for us to raise capital.***

Our common stock is considered penny stock under SEC regulations. It is subject to rules that impose additional sales practice requirements on broker-dealers who sell our securities. For example, broker-dealers must make a suitability determination for the purchaser, receive the purchaser's written consent to the transaction prior to sale, and make special disclosures regarding sales commissions, current stock price quotations, recent price information and information on the limited market in penny stock. Because of these additional obligations, some broker-dealers may not effect transactions in penny stocks, which may adversely affect the liquidity of our common stock and shareholders' ability to sell our common stock in the secondary market. This lack of liquidity may make it difficult for us to raise capital in the future.

## **Item 2. Properties**

Our principal administrative facility is located in approximately 1,000 square feet of leased office space in North Hollywood, California. We sublease this space from KZ Golf, Inc., pursuant to a lease we entered into on October 16, 2003. The rent is \$2,000 per month and is renewable, at our option, for an additional two-year term at \$2,200 per month. One of our directors, Bruce H. McKinnon, is an owner of KZ Golf, Inc. The sublease of this facility will expire on October 31, 2005, with an option to extend the term for 24 months. We believe that our present North Hollywood facility is adequate for our current and planned administrative activities.

Our research and development facility located in Queensland, Australia is leased. We entered into the lease for this facility on November 15, 2003 and the lease is for a term of two years. The rent is AUD\$1,292 (approximately US\$1,000) per month and is renewable, at our option, for an additional two-year term at an increase of the greater of 5% or the increase in the then-current Australian consumer price index.

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We believe that our present research and development facility is adequate for our current and planned activities and that suitable additional or replacement facilities in the Queensland area are readily available on commercially reasonable terms should such facilities be needed in the future. We do not have any policies with respect to investments in real estate or interests in real estate, real estate mortgages or securities of or interests in persons primarily engaged in real estate activities.

### **Item 3. Legal Proceedings**

On December 19, 2001, the Securities and Exchange Commission (SEC) filed civil charges in the United States Federal District Court, Southern District of New York, against us, our former President and then sole director Jeffrey Muller, and others, alleging that we and the other defendants were engaged in a fraudulent scheme to promote our stock. The SEC complaint alleged the existence of a promotional campaign using press releases, Internet postings, an elaborate website, and televised media events to disseminate false and materially misleading information as part of a fraudulent scheme to manipulate the market for stock in our corporation, which was then controlled by Mr. Muller. On March 22, 2002, we signed a Consent to Final Judgment of Permanent Injunction and Other Relief in settlement of this action as against the corporation only, which the court approved on July 2, 2002. Under this settlement, we were not required to pay any fines or restitution. The SEC's action continues against Mr. Muller and others.

On July 2, 2002, after an investigation by our newly constituted board of directors, we filed a cross-complaint in the SEC action against Mr. Muller and others seeking injunctive relief, disgorgement and financial restitution for a variety of acts and omissions in connection with sales of our stock and other transactions occurring between 1998 and 2002. We are also seeking cancellation of such shares and Mr. Muller's stock option agreement and royalty arrangement. Among other things, we allege that Mr. Muller and certain others sold stock without consideration and without registration under federal securities laws; engaged in self-dealing and entered into various undisclosed related-party transactions; misappropriated for their own use proceeds from sales of our stock; and entered into various undisclosed arrangements regarding the control, voting and disposition of their stock.

On July 30, 2002, the U.S. Federal District Court, Southern District of New York, granted our application for a preliminary injunction against Mr. Muller and others, which prevents Mr. Muller and other cross-defendants from selling, transferring, or encumbering any of our assets and property, from selling or transferring any of our stock that they may own or control, or from taking any action to injure us or our business and shareholders. The order also prevents Mr. Muller from exercising any control over our corporation and serving as an officer or director of our company. While we believe that we have valid claims, there can be no assurance that an adverse result or settlement would not have a material adverse effect on our financial position or cash flow.

In the course of the litigation, we have obtained control over Mr. Muller's patent rights to the ZEFs device. Under a Buy-Sell Agreement between Jeffrey Muller and us dated December 29, 1998, Mr. Muller, who was listed on the ZEFs device patent application as the inventor of the ZEFs device, granted us the marketing, manufacturing and distribution rights to the ZEFs device. In conjunction with these proceedings, a settlement agreement was reached whereby the \$10 per unit royalty previously due to Mr. Muller was terminated and replaced with a \$.20 per unit royalty payable to the bankruptcy trustee. On November 7, 2002, under our settlement with the Muller bankruptcy trustee, the trustee transferred all ownership and legal rights to this international patent application for the ZEFs device to us.

The litigation against Mr. Muller and others has been pending before the Court and will be scheduled for further proceedings and final disposition by summary judgment motions within the near future. Although the outcome of these motions cannot be predicted with any degree of certainty, we are optimistic that the Court's ruling will either significantly narrow the issues for any later trial or will result in a disposition of the case in a manner favorable to the company. We contend that we are entitled to a judgment canceling all of the approximately 8,716,710 shares of our common stock which we believe are controlled, directly or indirectly, by Mr. Muller, divesting Mr. Muller of any right to exercise options for 10,000,000 shares of our stock, the entry of an existing preliminary injunction to prevent Mr. Muller from any involvement with the company and a monetary judgment against Muller and others in the amount of several million dollars. While we believe that we have valid claims, there can be no assurance that an adverse result or settlement would not have a material adverse effect on our financial position or cash flow.

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### Item 4. Submission of Matters to a Vote of Security Holders.

No matters were submitted to a vote of security holders during the fourth quarter of fiscal 2003.

## PART II

### Item 5. Market for Common Equity and Related Stockholder Matters

Our common stock is traded on the Pink Sheets under the symbol "ZERO." The following table sets forth the high and low closing prices of the common stock for the quarters indicated as quoted on the Pink Sheets.

	2002		2003	
	High	Low	High	Low
First Quarter	\$0.78	\$0.15	\$0.55	\$0.30
Second Quarter	\$0.65	\$0.25	\$0.70	\$0.33
Third Quarter	\$0.70	\$0.20	\$0.95	\$0.40
Fourth Quarter	\$0.58	\$0.30	\$2.50	\$0.85

According to the records of our transfer agent, we had 996 stockholders of record of our common stock at December 31, 2003.

We currently expect to retain future cash flows to finance our operations and fund the growth of our business. Any payment of future dividends will be at the discretion of our Board of Directors and will depend upon, among other things, our earnings, financial condition, capital requirements, level of indebtedness, contractual restrictions in respect to the payment of dividends and other factors that our Board of Directors deems relevant.

In 2003, 11,517,414 warrants were issued to investors and non-employees. In 2002, 1,850,000 warrants and 100,000 options were issued to non-employees. In 2003, \$8,933,483 of the total fair value of \$10,173,653 was related to 9,434,000 warrants issued to private placement investors; \$1,190,519 was related to the 2,000,000 warrants issued in connection with a related party debt settlement; and \$49,651 was related to the 83,414 warrants issued in connection with payment for legal services. In 2002, \$629,555 of the total fair value of \$684,464 was related to warrants issued for private placement finder's fees. This amount was offset against the proceeds from the private placements, resulting in net proceeds to us of \$54,909 for this transaction.

The issuances of shares and warrants described above were made in reliance on the exemptions from registration set forth in Section 4(2) of the Securities Act of 1933 (the "Act"), as amended. We made no public solicitation in connection with the issuances of the above-mentioned securities. We relied on representation from the recipients of the securities that they purchased the securities for investment only and not with a view to any distribution thereof and that they were aware of our business affairs and financial condition and had sufficient information to reach an informed and knowledgeable decision regarding their acquisition of the securities.

### Item 6. Management's Discussion and Analysis or Plan of Operation

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the Financial Statements and supplementary data referred to in Item 7 of this Form 10-KSB.

This discussion contains forward-looking statements that involve risks and uncertainties. Such statements, which include statements concerning future revenue sources and concentration, selling, general and administrative expenses, research and development expenses, capital resources, additional financings and additional losses, are subject to risks and uncertainties, including, but not limited to, those discussed above in Item 1 and elsewhere in this Form 10-KSB, particularly in "Risk Factors," that could cause actual results to differ materially from those projected. The forward-looking statements set forth in this Form 10-KSB are as of December 31, 2003, and we undertake no duty to update this information.



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### **Overview**

The company is a development stage company that has not yet commenced operations and does not generate revenue. The company's current focus is on research and development of proprietary devices that can be installed on motor vehicles and which are designed to reduce harmful emissions, improve fuel efficiency and improve performance. Our prototype device is called "ZEFS". We have devoted the bulk of our efforts to complete the design and development of our production models and raise the financing required to do so and fund our expenses.

We anticipate that these efforts will continue for at least the rest of 2004. We anticipate that we will begin limited marketing of our ZEFS device in late 2004. However, we do not envision generating any revenue in 2004. We anticipate that we will need to raise additional capital by the middle of 2004 to fund continuing research and development activities and meet our operating expenses.

### **Results of Operation**

To date, we have not generated any revenues and our business is in the development stage. We have focused our efforts on verifying and developing the ZEFS device. We expect to begin marketing the ZEFS device by the end of the fourth quarter of 2004.

Our operating costs and expenses consist primarily of research and development expenses and general and administrative expenses. We expect our operating costs to increase once we begin to manufacture and market the ZEFS device. Our research and development expenses include contractual payments to RAND, consultants' fees, capital expenditures, cost of services and supplies. We expect our research and development costs to increase as we continue to develop the ZEFS device and new applications of our technology.

Our general and administrative expenses include compensation expenses related to executive and other administrative personnel, facility lease, the costs of our insurance and legal and accounting support. We expect our general and administrative expenses to increase as we expand our infrastructure in support of our anticipated increased operations.

We had a net loss of \$2,476,063 for the year ended December 31, 2003, compared to a net loss of \$2,749,199 for the year ended December 31, 2002. We expect an increase in net loss through 2004 attributable to increased general and administrative expenses and commencement of marketing, without the benefit of any revenue.

### **Liquidity and Capital Resources**

We have incurred negative cash flow from operations in the developmental stage since our inception in 1998. As of December 31, 2003 we had cash of \$926,052 and an accumulated deficit of \$10,327,608 million. Our 2003 negative operating cash flows were funded primarily through a private financing that we commenced in November 2002. We anticipate additional operating losses, which may increase, through at least 2004 as we expand our research and development program and commence marketing of the ZEFS device.

We believe that we have sufficient cash to fund our operations through June 30, 2004. Thereafter, we will need to raise additional capital or incur new debt to fund our operations. We believe that exercises of in-the-money options and warrants, with various expiration dates during 2004, will provide sufficient proceeds to meet our capital requirements through at least the end of 2004. In addition, we are actively exploring additional sources of financing. However, there can be no assurance that additional equity or debt financing will be available or available on terms favorable to the company. If we are unable to obtain additional capital, we may be required to delay, reduce the scope of, or eliminate, our research and development programs, reduce any marketing activities or relinquish rights to technologies that we might otherwise seek to develop or commercialize.

### **Capitalization**

In the SEC action against Jeffrey Muller and others, we seek, among other relief, the cancellation of all shares of our common stock controlled, directly or indirectly, by Mr. Muller and his affiliates, options to purchase an additional 10,000,000 shares of our common stock, and Mr. Muller's original royalty agreement. See "Item 3, Legal Proceedings." The cancellation of these shares and options would have a significant positive effect on our capitalization.

### **Critical Accounting Policies and Estimates**

Our discussion and analysis of financial condition and results of operations is based upon our Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these Financial Statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, expenses, and related disclosure of contingent assets and liabilities. We evaluate, on an on-going basis, our estimates and judgments, including those related to the useful life of the assets. We base our estimates on historical experience and assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily



apparent from other sources. Actual results may differ from these estimates.

The methods, estimates and judgments we use in applying our most critical accounting policies have a significant impact on the results that we report in our Financial Statements. The SEC considers an entity's most critical accounting policies to be those policies that are both most important to the portrayal of a company's

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financial condition and results of operations and those that require management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about matters that are inherently uncertain at the time of estimation. We believe the following critical accounting policies, among others, require significant judgments and estimates used in the preparation of our Financial Statements:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Certain significant estimates were made in connection with preparing our financial statements as described in Note 1 of our Financial Statements. See Item 7, Financial Statements. Actual results could differ from those estimates.

### ***Stock-Based Compensation***

We account for stock-based compensation to employees as defined by using the intrinsic-value method prescribed in Accounting Principles Board Opinion (APB) No. 25, "Accounting for Stock Issued to Employees."

We account for stock option and warrant grants issued to non-employees using the guidance of SFAS No. 123, "Accounting for Stock-Based Compensation" and EITF No. 96-18: "Accounting for Equity Instruments that are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services," whereby the fair value of such option and warrant grants is determined using the Black-Scholes option pricing model at the earlier of the date at which the non-employee's performance is completed or a performance commitment is reached.

### **New Accounting Pronouncements**

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure." SFAS No. 148 amends SFAS No. 123 to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based compensation. It also amends the disclosure method of accounting for stock-based compensation. It also amends the disclosure requirements of SFAS No. 123. If an entity elects to adopt the recognition provisions of the fair value based method of accounting for stock-based compensation in a fiscal year beginning before December 16, 2003, that change in accounting principle shall be reported using either the (i) prospective method, (ii) the modified prospective method, or (iii) the retroactive restatement method as defined in SFAS No. 148. SFAS no. 148 is effective for fiscal years ending after December 15, 2002. Since the Company has elected to continue accounting for stock-based compensation under APB No. 25, the adoption of SFAS No. 148 has had no impact to the Company's financial position or results of operations. The Company's financial statement disclosures have been designed to conform to the new disclosure requirements prescribed by SFAS No. 148.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity." SFAS No. 150 establishes standards for how an issuer classifies and measures certain financial instruments with characteristics of both liabilities and equity. It requires that an issuer classify a financial instrument that is within its scope as a liability (or an asset in some circumstances). The provisions of SFAS No. 150 are effective for financial instruments entered into or modified after May 31, 2003, and otherwise is effective at the beginning of the first interim period beginning after June 15, 2003, except for mandatorily redeemable financial instruments of nonpublic entities., which are subject to the provisions of this statement for the first fiscal period beginning after December 15, 2004. The Company believes that the adoption of SFAS No. 150 will not have an impact on its financial position or results of operations.

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**Item 7. Financial Statements**

**SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)**

**YEARS ENDED DECEMBER 31, 2002 AND 2001**

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**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Save the World Air, Inc.

We have audited the accompanying balance sheets of Save the World Air, Inc. (a development stage enterprise) as of December 31, 2003 and 2002 and the related statements of operations, changes in stockholders' deficiency and cash flows for the years then ended and for the period from inception (February 18, 1998) to December 31, 2003. 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 auditing standards generally accepted in the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes 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 Save the World Air, Inc. (a development stage enterprise) as of December 31, 2003 and 2002 and the results of its operations and its cash flows for the years then ended and for the period from inception (February 18, 1998) to December 31, 2003, 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 2 to the financial statements, the Company has a net loss of \$2,476,063, a negative cash flow from operations of \$1,595,861 and a stockholders' deficiency of \$833,386. These factors raise substantial doubt about its ability to continue as a going concern. Management's plans concerning this matter are also described in Note 2. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

WEINBERG & COMPANY, P.A.

April 2, 2004  
Boca Raton, Florida

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**(A DEVELOPMENT STAGE ENTERPRISE)****BALANCE SHEETS**  
**DECEMBER 31, 2003 AND 2002**

	<u>2003</u>	<u>2002</u>
<b>ASSETS</b>		
<b>Current assets</b>		
Cash	\$ 926,052	\$ 107,489
Total current assets	<u>926,052</u>	<u>107,489</u>
<b>Property and equipment</b> , net of accumulated depreciation	<u>35,244</u>	<u>23,924</u>
<b>TOTAL ASSETS</b>	<u>\$ 961,296</u>	<u>\$ 131,413</u>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>		
<b>Current liabilities</b>		
Accounts payable and accrued expenses	713,580	436,669
Income taxes payable	\$ 5,991	\$ 4,927
Payables to related parties	<u>57,903</u>	<u>553,022</u>
Total current liabilities	<u>777,474</u>	<u>994,618</u>
<b>Advances from founding executive officer</b>	<u>1,017,208</u>	<u>1,017,208</u>
<b>Commitments and contingencies</b>		
<b>Stockholders' deficiency</b>		
Common stock, \$.001 par value: 200,000,000 shares authorized, 34,128,261 and 20,235,847 shares issued and outstanding at December 31, 2003 and 2002, respectively	34,128	20,236
Common stock to be issued	6,250	389,875
Additional paid-in capital	10,162,177	7,133,081
Deferred compensation	(708,333)	(1,572,060)
Deficit accumulated during the development stage	<u>(10,327,608)</u>	<u>(7,851,545)</u>
Total stockholders' deficiency	<u>(833,386)</u>	<u>(1,880,413)</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>	<u>\$ 961,296</u>	<u>\$ 131,413</u>

See notes to financial statements.

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**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2003 AND 2002 AND FOR THE PERIOD FROM**  
**INCEPTION (FEBRUARY 18, 1998) TO DECEMBER 31, 2003**

	Year Ended December 31, 2003	Year Ended December 31, 2002	Cumulative since inception
<b>Net sales</b>	\$ —	\$ —	\$ —
<b>Expenses</b>	<u>2,475,483</u>	<u>2,748,110</u>	<u>(10,322,101)</u>
<b>Loss before other income</b>	(2,475,483)	(2,748,110)	(10,322,101)
<b>Other Income</b>			
Interest income	<u>440</u>	<u>—</u>	<u>440</u>
<b>Loss before provision for income taxes</b>	(2,475,043)	(2,748,110)	(10,321,661)
<b>Provision for income taxes</b>	<u>1,020</u>	<u>1,089</u>	<u>5,947</u>
<b>Net loss</b>	<u>\$ (2,476,063)</u>	<u>\$ (2,749,199)</u>	<u>\$ (10,327,608)</u>
<b>Net loss per common share, basic and diluted</b>	<u>\$ (0.09)</u>	<u>\$ (0.15)</u>	
<b>Weighted average common shares outstanding, basic and diluted</b>	<u>26,768,958</u>	<u>18,518,861</u>	

See notes to financial statements.

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**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**STATEMENTS OF STOCKHOLDERS' DEFICIENCY**  
**FROM INCEPTION (FEBRUARY 18, 1998) TO DECEMBER 31, 2003**

	Price per share	Common Stock		Common stock to be issued	Additional paid-in capital	Deferred compensation	Deficit accumulated during the development stage	Total stockholders' development stage deficiency
		Shares	Amount					
<b>Balance, February 18, 1998</b> (date of inception)		—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Issuance of common stock on April 18, 1998	.0015 – .01	10,030,000	10,030	—	14,270	—	—	24,300
Net loss		—	—	—	—	—	(21,307)	(21,307)
<b>Balance, December 31, 1998</b> (as corrected, see Note 1)		<b>10,030,000</b>	<b>10,030</b>	—	<b>14,270</b>	—	<b>(21,307)</b>	<b>2,993</b>
Issuance of common stock on May 18, 1999	1.00 – 6.40	198,003	198	—	516,738	—	—	516,936
Issuance of common stock for ZEFS on September 14, 1999	.001	5,000,000	5,000	—	—	—	—	5,000
Stock issued for professional services on May 18, 1999	0.88	69,122	69	—	49,444	—	—	49,513
Net loss		—	—	—	—	—	(1,075,264)	(1,075,264)
<b>Balance, December 31, 1999</b> (as corrected, see Note 1)		<b>15,297,125</b>	<b>15,297</b>	—	<b>580,452</b>	—	<b>(1,096,571)</b>	<b>(500,822)</b>
Stock issued for employee compensation on February 8, 2000	1.03	20,000	20	—	20,580	—	—	20,600
Stock issued for consulting services on February 8, 2000	1.03	100,000	100	—	102,900	—	—	103,000
Stock issued for professional services on April 18, 2000	3.38	27,000	27	—	91,233	—	—	91,260
Stock issued for directors fees on April 18, 2000	3.38	50,000	50	—	168,950	—	—	169,000
Stock issued for professional services on May 19, 2000	4.06	5,000	5	—	20,295	—	—	20,300
Stock issued for directors fees on June 20, 2000	4.44	6,000	6	—	26,634	—	—	26,640
Stock issued for professional services on June 20, 2000	4.44	1,633	2	—	7,249	—	—	7,251
Stock issued for professional services on June 26, 2000	5.31	1,257	1	—	6,674	—	—	6,675
Stock issued for employee compensation on June 26, 2000	5.31	22,000	22	—	116,798	—	—	116,820
Stock issued for consulting services on June 26, 2000	5.31	9,833	10	—	52,203	—	—	52,213
Stock issued for promotional services on July 28, 2000	4.88	9,675	9	—	47,205	—	—	47,214
Stock issued for consulting services on July 28, 2000	4.88	9,833	10	—	47,975	—	—	47,985
Stock issued for consulting services on August 4, 2000	2.13	35,033	35	—	74,585	—	—	74,620
Stock issued for promotional services on August 16, 2000	2.25	25,000	25	—	56,225	—	—	56,250
Stock issued for consulting services on September 5, 2000	2.25	12,833	13	—	28,861	—	—	28,874
Stock issued for consulting services on September 10, 2000	1.50	9,833	10	—	14,740	—	—	14,750
Stock issued for consulting services on November 2, 2000	0.88	9,833	10	—	8,643	—	—	8,653
Stock issued for consulting services on November 4, 2000	0.88	9,833	10	—	8,643	—	—	8,653
Stock issued for consulting services on December 20, 2000	0.50	19,082	19	—	9,522	—	—	9,541

See notes to financial statements.

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**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**STATEMENTS OF STOCKHOLDERS' DEFICIENCY - Continued**  
**FROM INCEPTION (FEBRUARY 18, 1998) TO DECEMBER 31, 2003**

	Price per share	Common Stock		Common stock to be issued	Additional paid-in capital	Deferred compensation	Deficit accumulated during the development stage	Total stockholders' development stage deficiency
		Shares	Amount					
Stock issued for filing services on December 20, 2000	0.50	5,172	5	—	2,581	—	—	2,586
Stock issued for professional services on December 26, 2000	0.38	12,960	13	—	4,912	—	—	4,925
Other stock issuance on August 24, 2000	2.13	2,000	2	—	4,258	—	—	4,260
Common shares cancelled		(55,000)	(55)	—	(64,245)	—	—	(64,300)
Net loss		—	—	—	—	—	(1,270,762)	(1,270,762)
<b>Balance, December 31, 2000</b> (as corrected, see Note 1)		<b>15,645,935</b>	<b>15,646</b>	<b>—</b>	<b>1,437,873</b>	<b>—</b>	<b>(2,367,333)</b>	<b>(913,814)</b>
Stock issued for consulting services on January 8, 2001	0.31	9,833	10	—	3,038	—	—	3,048
Stock issued for consulting services on February 1, 2001	0.33	9,833	10	—	3,235	—	—	3,245
Stock issued for consulting services on March 1, 2001	0.28	9,833	10	—	2,743	—	—	2,753
Stock issued for legal services on March 13, 2001	0.32	150,000	150	—	47,850	—	—	48,000
Stock issued for consulting services on April 3, 2001	0.25	9,833	10	—	2,448	—	—	2,458
Stock issued for legal services on April 4, 2001	0.25	30,918	31	—	7,699	—	—	7,730
Stock issued for professional services on April 4, 2001	0.25	7,040	7	—	1,753	—	—	1,760
Stock issued for consulting services on April 5, 2001	0.25	132,600	132	—	33,018	—	—	33,150
Stock issued for filing fees on April 30, 2001	1.65	1,233	1	—	2,033	—	—	2,034
Stock issued for filing fees on September 19, 2001	0.85	2,678	2	—	2,274	—	—	2,276
Stock issued for professional services on September 28, 2001	0.62	150,000	150	—	92,850	—	—	93,000
Stock issued for directors services on October 5, 2001	0.60	100,000	100	—	59,900	—	—	60,000
Stock issued for legal services on October 17, 2001	0.60	11,111	11	—	6,655	—	—	6,666
Stock issued for consulting services on October 18, 2001	0.95	400,000	400	—	379,600	—	—	380,000
Stock issued for consulting services on October 19, 2001	1.25	150,000	150	—	187,350	—	—	187,500
Stock issued for exhibit fees on October 22, 2001	1.35	5,000	6	—	6,745	—	—	6,751
Stock issued for directors services on November 2, 2001	0.95	1,000,000	1,000	—	949,000	—	—	950,000
Stock issued for consulting services on November 7, 2001	0.85	20,000	20	—	16,980	—	—	17,000
Stock issued for consulting services on November 20, 2001	0.98	43,000	43	—	42,097	—	—	42,140
Stock issued for consulting services on November 27, 2001	0.98	10,000	10	—	9,790	—	—	9,800
Stock issued for consulting services on November 28, 2001	0.98	187,000	187	—	183,073	—	—	183,260
Intrinsic value of options issued to employees		—	—	—	2,600,000	(2,600,000)	—	—
Fair value of options issued to non-employees for services		—	—	—	142,318	—	—	142,318







2003	<u>34,128,261</u>	<u>\$34,128</u>	<u>\$</u>	<u>6,250</u>	<u>\$10,162,177</u>	<u>\$ (708,333)</u>	<u>\$ (10,327,608)</u>	<u>\$ (833,386)</u>
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See notes to financial statements.

[Table of Contents](#)**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)****STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2003 AND 2002 AND FOR THE PERIOD**  
**FROM INCEPTION (FEBRUARY 18, 1998) TO DECEMBER 31, 2003**

	December 31, 2003	December 31, 2002	Cumulative since inception
<b>Cash flows from operating activities</b>			
Net loss	\$(2,476,063)	\$(2,749,199)	\$(10,327,608)
Adjustments to reconcile net loss to net cash used in operating activities:			
Write off of intangible assets	—	—	505,000
Fair value of options issued for services	—	—	642,318
Issuance of common stock for services	45,877	860,000	3,355,731
Amortization of deferred compensation	863,727	891,182	1,946,576
Depreciation	5,205	492	5,732
Changes in operating liabilities:			
Income taxes payable	1,064	1,089	5,991
Accrued expenses	(35,671)	198,882	400,998
Net cash used in operating activities	<u>(1,595,861)</u>	<u>(797,554)</u>	<u>(3,465,262)</u>
<b>Cash flows from investing activities</b>			
Purchase of property and equipment	(16,525)	(19,860)	(37,426)
Net cash used in investing activities	<u>(16,525)</u>	<u>(19,860)</u>	<u>(37,426)</u>
<b>Cash flows from financing activities</b>			
Increase in payables to related parties	4,881	528,472	554,353
Advances from founding executive officer	—	—	517,208
Issuance of common stock for cash	2,419,818	—	3,350,929
Cash received for common stock to be issued	6,250	389,875	6,250
Net cash provided by financing activities	<u>2,430,949</u>	<u>918,347</u>	<u>4,428,740</u>
<b>Net increase in cash</b>	818,563	100,933	926,052
<b>Cash, beginning of period</b>	<u>107,489</u>	<u>6,556</u>	<u>—</u>
<b>Cash, end of period</b>	<u>\$ 926,052</u>	<u>\$ 107,489</u>	<u>\$ 926,052</u>

See notes to financial statements.

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SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)

STATEMENTS OF CASH FLOWS - Continued  
YEARS ENDED DECEMBER 31, 2003 AND 2002 AND FOR THE  
PERIOD FROM INCEPTION (FEBRUARY 18, 1998) TO  
DECEMBER 31, 2003

	December 31, 2003	December 31, 2002	Cumulative since inception
<b>Supplemental disclosures of cash flow information</b>			
Cash paid during the year for			
Interest	\$ —	\$ —	\$ —
Income taxes	\$ —	\$ —	\$ —
<b>Non-cash investing and financing activities</b>			
Acquisition of intangible asset through advance from related party and issuance of common stock	\$ —	\$ —	\$ 505,000
Deferred compensation from stock options issued for services	—	54,909	2,654,909
Purchase of property and equipment financed by advance from related party	—	3,550	3,550
Conversion of related party debt to equity	500,000	—	500,000

See notes to financial statements.

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### **SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)**

### **NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2003 AND 2002**

#### **1. Description of business, significant matters and prior period corrections**

##### Description of business

Save the World Air, Inc. (the "Company") was incorporated in Nevada on February 18, 1998 under the name Mandalay Capital Corp. The Company changed its name to Save the World Air, Inc. on February 11, 1999 following the signing of an agreement by and between the Company and Jeffrey Alan Muller, the Company's founding executive officer and director, with respect to the Company's purchase of the Zero Emission Fuel-Saving Device (the "Agreement"). Under the terms of the Agreement, the Company issued 5,000,000 shares of its common stock to Mr. Muller and agreed to pay him a total of \$500,000 for the marketing and distribution rights of the device, and a \$10 royalty for every unit of the device sold (see additional discussion in the Significant Matters and prior period corrections section of this note). The Company acquired the worldwide exclusive manufacturing, marketing and distribution rights for the Zero Emission Fuel-Saving Device ("ZEFS") by entering into the Agreement. The ZEFS is a product, which is fitted to an internal combustion engine and is expected to reduce carbon monoxide hydrocarbons and toxic exhaust emissions. The ZEFS is currently undergoing testing to determine the achievable levels of reduced emissions and commercial viability.

##### Significant matters

On December 19, 2001, the Securities and Exchange Commission ("SEC") filed civil charges in federal district court in New York, New York, against the Company, Mr. Muller, and others associated with the promotion of Company stock sales, alleging that they engaged in a fraudulent scheme to manipulate the market for the Company's stock.

**SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued  
YEARS ENDED DECEMBER 31, 2003 AND 2002**

**1. Description of business and significant matters and prior period corrections - Continued**

Significant matters - Continued

The SEC's complaint alleges that from at least February 1999 through at least April 2001, the Company and Mr. Muller carried out a fraudulent promotional campaign using press releases, Internet postings, an elaborate Internet website, and televised media events to disseminate false and materially misleading information about the Company's product and commercial prospects. The complaint also alleges that the Company's and Mr. Muller's actions led to the artificial inflation of the price and trading volume of the Company stock, causing its market capitalization to be as much as \$218,728,062. The promotional information distributed by the Company and Mr. Muller included: (1) announcements of significant licensing agreements and other important business developments, and (2) announcements concerning public automotive demonstrations that purportedly proved or would prove that the ZEFS materially reduces emissions and improves fuel economy in motor vehicles. The complaint further alleges that the purported licensing agreements and other purported business events simply did not exist, and the then current ZEFS demonstrations did not prove that the ZEFS actually worked as represented. At the same time that he publicly promoted the Company, Mr. Muller privately sold millions of shares of the Company's restricted stock that, if sold at then-prevailing market prices, would have provided him with over \$9 million in personal profits. He concealed these sales by failing to disclose in SEC filings, as required, any changes in his beneficial ownership in the Company. The SEC complaint also states that the Company and Mr. Muller made at least nine SEC filings that contain false financial statements and disclosures.

In October 2001, Edward Masry became the Company's new President and Chief Executive Officer. Because of the nature and scope of the SEC's allegations regarding the Company's financial statements and SEC filings, Masry has assembled a new management team and newly constituted board of directors for the Company, in addition to selecting new independent auditors and corporate counsel.

**SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued  
YEARS ENDED DECEMBER 31, 2003 AND 2002**

**1. Description of business and significant matters and prior period corrections - Continued**

Significant matters - Continued

The Company entered into discussions with the SEC concerning the SEC's complaint and negotiated a consent order in which it agreed, among other terms, to observe all securities laws. Based upon this consent order and related judgment, the proceedings against the Company were terminated. The Company has since caused an investigation into the facts and circumstances surrounding the allegations in the SEC's complaint. Based upon review of the history leading to the filing of the complaint, the Company's board of directors authorized the filing of cross-claims against Mr. Muller and others (including ten offshore companies) seeking disgorgement of stock obtained from the Company, to invalidate the transfer of several million shares to Mr. Muller and family members for inadequate or no consideration, rescission of stock options transferred to Mr. Muller and/or his family members, for the transfer of rights to patent claims from Mr. Muller to the Company and rescission of royalty rights held by Mr. Muller and/or his family members. Upon filing of the cross complaint, in July 2002, the Company obtained a temporary restraining order against Mr. Muller which, among other things, prohibits Mr. Muller from serving as an officer or director of the Company and enjoins Mr. Muller and others from selling, conveying, transferring or encumbering any shares which Mr. Muller controls or in which he has an interest. The Company believes the temporary restraining order may affect as many as seventeen million shares or more of the Company's stock, in the form of issued shares and option rights.

In conjunction with these proceedings, a settlement agreement was reached whereby the \$10 per unit royalty previously due to Mr. Muller was terminated and replaced with a \$.20 per unit royalty payable to the bankruptcy trustee. On November 7, 2002, under our settlement with the Muller bankruptcy trustee, the trustee transferred all ownership and legal rights to this international patent application for the ZEFS device to the Company.

The Company has continued to prosecute its claims and has substantially completed all pretrial procedures in preparation for the disposition of the case through dispositive pretrial motions and/or eventual trial on the merits of the claims. Based upon the substantial discovery completed and other evidence obtained to date, the Company believes there is very little risk of an adverse decision on the merits of its cross complaint.

Based on the status of current legal proceedings, the Company is optimistic that it will not have to pay \$1,017,208 of advances due to Mr. Muller. The Company also is optimistic that the option Mr. Muller holds to purchase 10,000,000 shares of the Company's stock will be cancelled (see Note 3).



**SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued  
YEARS ENDED DECEMBER 31, 2003 AND 2002**

**1. Description of business and significant matters and prior period corrections - Continued**

Prior period corrections

The Company's new management team has evaluated the results of operations since inception and has corrected certain previously reported balances and results of operations. Those corrections are reflected in the cumulative since inception amounts reported in the financial statements herein. However, the financial statements previously filed with the SEC which include the three quarterly financial statements filed for 2001, the financial statements filed for the year ended December 31, 2000, including each of the 2000 quarterly financial statements filed, the financial statements filed for the year ended December 31, 1999, and the financial statements filed for the period from inception (February 18, 1998) to December 31, 1998, have not been restated to reflect such corrections. Those corrections include, among other things, the reversal of \$125,000 of revenue recorded in 1999 and the write off of \$505,000 recorded as an intangible asset for the rights to the ZEFSS device first reported on the balance sheet at December 31, 1999, and subsequent annual and quarterly periods ending through September 30, 2001.

The corrections also include adjustments of the stockholders' equity and expense accounts to reflect the issuance of stock options to non-employees for services and certain fraudulent activity that the Company alleges was carried out by Mr. Muller. In addition to the complaints filed by the SEC, the Company has alleged that Mr. Muller sold shares of the Company's stock and fraudulently diverted the proceeds away from the Company. The Company has alleged that Mr. Muller spent and distributed the proceeds for personal gain, and other purposes that did not benefit the Company. The actual amount of proceeds that was misappropriated has not been determined, but has been estimated by management to be \$516,684 as described below. These estimated losses have been recorded in expenses in the accompanying cumulative since inception statement of operations.

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### **SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)**

#### **NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002**

##### **1. Description of business and significant matters and prior period corrections - Continued**

###### Prior period corrections

In connection with the corrections, the Company analyzed all of the sales of the Company's stock from inception until October 2001, when the new management team was put into place. It was discovered that certain of the Company's stock sales were recorded at par value at times when the trading price of the stock was substantially higher than par. The Company believes that Mr. Muller sold the stock at prices above par and spent the proceeds for personal use and other activities that did not benefit the Company. The Company believes that most of this alleged fraudulent activity took place in 1999 when 5,267,125 shares of the Company's stock were issued and a \$571,449 increase in common stock and additional paid-in capital was reported in the Company's financial statements. Of the 5,267,125 shares, 5,000,000 were issued to Mr. Muller, at .001 par value, 69,122 were issued for services of \$49,513 and 198,003 were issued to investors for \$516,936. The Company believes that the 198,003 shares were sold by Mr. Muller to the investors and that the proceeds were diverted away from the Company. The actual selling prices for some of these shares are unknown and have been estimated by the Company as described in the paragraph below. During 1999, the trading price of the Company's stock ranged from \$0.10 to \$8.25, with a weighted average trading price (weighted by trading volume) of \$0.85. In addition, the Company confirmed the number of shares and selling price with individual stockholders that purchased shares in 1999 private placements noting that, based on responses to confirmation inquiries, the Company's stock was sold at prices ranging from \$1.00 to \$6.40, with a weighted average selling price of \$2.57.

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

##### 1. Description of business and significant matters and prior period corrections - Continued

###### Prior period corrections - Continued

The Company performed a search of the corporate and accounting records to determine how much cash was received for the historical issuances of the Company's common stock, and how much the fair value of the services rendered was for stock issued for services. In certain cases, no documentation was available to support the amounts for which stock was issued for cash or services. In order to reconstruct the accounting for the Company's equity issuances the Company employed a variety of methods to determine or estimate the value of the issuances including; written confirmation from stockholders, stockholder statements, and estimation of fair value. In instances where the Company estimated the fair value of stock issued for cash, the fair value was determined using management's judgment and the information available, including established fair value of stock sold at a date near the issuance in question and trends in the trading price of the stock. In instances where stock was issued for services, the Company recorded the issuances based on the trading price of the stock on the date the services were performed, which was assumed to be the date the stock was issued. These corrections resulted in adjustments to the previously reported stockholders' equity accounts and results of operations for 1999 and 2000.

The Company's analysis of the stock transactions resulted in the determination that the loss due to Mr. Muller's alleged fraudulent activity was in the range of approximately \$400,000 to \$600,000. The actual loss that should have been recorded in the 1999 financial statements is \$516,684. This loss has been recorded in the cumulative since inception statement of operations presented herein. The following corrections have been made to the Company's previously reported financial statements. The impact of these corrections is reflected in the stockholders' deficit and deficit accumulated during the development stage presented herein.

	December 31,	
	1999	2000
Decrease in assets	(505,000)	(505,000)
Increase in additional paid in capital	566,182	1,423,603
Decrease in revenue	(125,000)	(9,980)
Increase in expenses	947,599	897,930
Increase in deficit accumulated during the development stage	1,072,599	1,980,509

The corrections of the financial statements reflect management's best estimates of the business and financial activity for those items for which source documentation of the transactions was not available. Actual results of those transactions could differ from management's estimates.

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### **SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)**

#### **NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002**

##### **2. Summary of significant accounting policies**

###### Development stage enterprise

The Company is a development stage enterprise as defined by Statement of Financial Accounting Standards (SFAS) No. 7, "Accounting and Reporting by Development Stage Enterprises." All losses accumulated since the inception of the Company have been considered as part of the Company's development stage activities.

A team has been assembled for the research and development of the technology and potential markets for the ZEFS and to establish relationships with potential customers. Significant design work has been completed, and patent applications have been filed in approximately 64 countries. There is no assurance that any of the filed patents will be granted. The Company is continuing in its product development efforts and several studies are underway to evaluate the effectiveness of the ZEFS in eliminating pollutants and emissions from internal combustion engines. The Company has had no sales to date. As such, the Company continues to remain a development stage enterprise. The ability of the Company to commercialize its products will depend on, among other things, the Company's ability to demonstrate the merits of the ZEFS and develop markets and distribution channels.

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

#### 2. Summary of significant accounting policies - Continued

##### Going concern

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business. As reflected in the accompanying financial statements, the Company has a net loss of \$2,476,063, a negative cash flow from operations of \$1,595,861 and a stockholders' deficiency of \$833,386. These factors raise substantial doubt about its ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent on the Company's ability to raise additional funds and implement its business plan. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

The Company is subject to the usual risks associated with a development stage enterprise. These risks include, among others, those associated with product development, acceptance of the product by users and the ability to raise the capital necessary to sustain operations. Since its inception, the Company has incurred significant losses. The Company anticipates increasing expenditures over at least the next year as the Company continues its product development and evaluation efforts, and begins its marketing activities. Without revenue, these expenditures will result in additional losses. The Company has obtained \$557,903 of working capital and expense advances from related parties and \$517,208 of working capital advances from its founding executive officer (see Note 3). The Company raised \$2,375,943 (\$2,419,818 net of finder's fees) in 2003 through the sale of approximately 9,504,000 shares of its common stock in private placement transactions.

The Company believes that it has sufficient cash to fund its operations through June 30, 2004. Thereafter, the Company will need to raise additional capital or incur new debt to fund its operations. The Company believes that exercises of in-the-money options and warrants, with various expiration dates during 2004, will provide sufficient proceeds to meet its capital requirements through at least the end of 2004. In addition, the Company is actively exploring additional sources of financing. However, there can be no assurance that additional equity or debt financing will be available or available on terms favor to the Company. If the Company is unable to obtain additional capital, it may be required to delay, reduce the scope of, or eliminate, its research and development programs, reduce any marketing activities or relinquish rights to technologies that the Company might otherwise seek to develop or commercialize.

##### Property and equipment and depreciation

Property and equipment are stated at cost. Depreciation is computed using the straight-line method based on the estimated useful lives of the assets, generally ranging from three to ten years. Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred. Leasehold improvements are amortized using the straight-line method over the shorter of the estimated useful life of the asset or the lease term.

##### Long-lived assets

The Company accounts for the impairment and disposition of long-lived assets in accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." In accordance with SFAS No. 144, long-lived assets to be held are reviewed for events or changes in circumstances that indicate that their carrying value may not be recoverable. The Company periodically reviews the carrying value of long-lived assets to determine whether or not an impairment to such value has occurred. No impairments were recorded during the period from inception (February 18, 1998) through December 31, 2003.

**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued**  
**YEARS ENDED DECEMBER 31, 2003 AND 2002**

**2. Summary of significant accounting policies - Continued**

Earnings (loss) per share

Basic earnings (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted earnings per share reflects the potential dilution, using the treasury stock method, that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the Company. In computing diluted earnings per share, the treasury stock method assumes that outstanding options and warrants are exercised and the proceeds are used to purchase common stock at the average market price during the period. Options and warrants will have a dilutive effect under the treasury stock method only when the average market price of the common stock during the period exceeds the exercise price of the options and warrants. For the years ended December 31, 2003 and 2002, the dilutive impact of outstanding stock options of 14,000,000 and 14,000,000, respectively, and 13,367,414 warrants in 2003 has been excluded because their impact on the loss per share is antidilutive.

Income taxes

The Company accounts for income taxes in accordance with Statement of Financial Accounting Standards (SFAS) No. 109, "Accounting for Income Taxes." Under SFAS No. 109, income taxes are recognized for the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets are recognized for the future tax consequences of transactions that have been recognized in the Company's financial statements or tax returns. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax asset will not be realized.

Stock-based compensation

The Company accounts for stock-based compensation using the intrinsic-value method prescribed in Accounting Principles Board Opinion (APB) No. 25, "Accounting for Stock Issued to Employees."

The Company accounts for stock option and warrant grants issued to non-employees using the guidance of SFAS No. 123, "Accounting for Stock-Based Compensation" and EITF No. 96-18: "Accounting for Equity Instruments that are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services," whereby the fair value of such option and warrant grants is determined using the Black-Scholes option pricing model at the earlier of the date at which the non-employee's performance is completed or a performance commitment is reached.

**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued**  
**YEARS ENDED DECEMBER 31, 2003 AND 2002**

**2. Summary of significant accounting policies - Continued**

Business and credit concentrations

The Company's cash balances in financial institutions at times may exceed federally insured limits. As of December 31, 2003, before adjustments for outstanding checks and deposits in transit, the Company had \$984,024 on deposit with two banks. The deposits are federally insured up to \$100,000 on each bank.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Certain significant estimates were made in connection with preparing the Company's financial statements as described in Note 1. Actual results could differ from those estimates.

Fair value of financial instruments

The carrying amounts of financial instruments, including cash, accrued expenses, and payables to related parties and founding officer approximate fair value because of their short maturity as of December 31, 2003.

Recent accounting pronouncements

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure." SFAS No. 148 amends SFAS No. 123 to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based compensation. It also amends the disclosure requirements of SFAS No. 123. If an entity elects to adopt the recognition provisions of the fair value based method of accounting for stock-based compensation in a fiscal year beginning before December 16, 2003, that change in accounting principle shall be reported using either the (i) prospective method, (ii) the modified prospective method, or (iii) the retroactive restatement method as defined in SFAS No. 148. SFAS No. 148 is effective for fiscal years ending after December 15, 2002. Since the Company has elected to continue accounting for stock-based compensation under APB No. 25, the adoption of SFAS No. 148 has had no impact to the Company's financial position or results of operations. The Company's financial statement disclosures have been designed to conform to the new disclosure requirements prescribed by SFAS No. 148.

**SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued  
YEARS ENDED DECEMBER 31, 2003 AND 2002**

**2. Summary of significant accounting policies - Continued**

Recent accounting pronouncements - Continued

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity." SFAS No. 150 establishes standards for how an issuer classifies and measures certain financial instruments with characteristics of both liabilities and equity. It requires that an issuer classify a financial instrument that is within its scope as a liability (or an asset in some circumstances). The provisions of SFAS No. 150 are effective for financial instruments entered into or modified after May 31, 2003, and otherwise is effective at the beginning of the first interim period beginning after June 15, 2003, except for mandatorily redeemable financial instruments of nonpublic entities, which are subject to the provisions of this statement for the first fiscal period beginning after December 15, 2004. The Company believes that the adoption of SFAS No. 150 will not have an impact on its financial position or results of operations.

In January 2003, the FASB issued FASB Interpretation No. 46 (FIN 46), "Consolidation of Variable Interest Entities," which clarifies the application of Accounting Research Bulletin No. 51, "Consolidated Financial Statements," relating to consolidation of certain entities. In December 2003, the FASB issued a revised FIN 46 "46R" that replaced the original FIN 46. FIN 46R requires identification of a company's participation in variable interest entities (VIEs), which are defined as entities with a level of invested equity that is not sufficient to fund future activities to permit it to operate on a standalone basis. For entities identified as a VIE, FIN 46R sets forth a model to evaluate potential consolidation based on an assessment of which party to the VIE (if any) bears a majority of the exposure to its expected losses, or stands to gain from a majority of its expected returns. FIN 46R also sets forth certain disclosures regarding interests in VIEs that are deemed significant, even if consolidation is not required. The Company is not currently participating in, or invested in any VIEs, as defined in FIN 46R.

**3. Certain relationships and related transactions**

Advances from founding former executive officer

All of the marketing and manufacturing rights for the ZEFS were acquired from Mr. Muller, for 5,000,000 shares of common stock, \$500,000 and a \$10 royalty for each unit sold (see discussion below), pursuant to the Agreement entered into in December 1998, by and between the Company and Mr. Muller. Working capital advances in the amount of \$517,208 and payment in the amount of \$500,000 for marketing and distribution rights of the ZEFS are due to Mr. Muller. Such amounts are interest free and do not have any due dates for payment (see Note 1).



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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

#### 3. Certain relationships and related transactions - Continued

##### Advances from founding former executive officer - Continued

In January 2000, the Company entered into an agreement offering Mr. Muller and Lynn Muller, Mr. Muller's wife, the option to purchase 5,000,000 shares each at \$0.10 per share as consideration for work performed for the Company. Mrs. Muller subsequently transferred her option to Mr. Muller.

In connection with the Company's legal proceedings against Mr. Muller, the Company is attempting to obtain a judgment that will relieve the Company of \$1,017,208, which represents all amounts due Mr. Muller. These amounts include the \$500,000 due for the marketing and distribution rights of the ZEFS and the working capital advances of \$517,208. As described in the Significant Matters section of Note 1, the Company has already been relieved of the \$10 royalty interest that Mr. Muller held for each unit sold. In addition, the Company is also attempting to obtain a judgment that will cancel the options to purchase 10,000,000 shares granted to Mr. and Mrs. Muller, collectively. Based on the status of current legal proceedings, the Company does not believe that it will have to pay Mr. Muller the \$500,000 for the rights to the ZEFS device and the \$517,208 of advances. The Company also believes that the option Mr. Muller holds to purchase 10,000,000 shares of the Company's stock will be cancelled and no longer valid.

##### Due to related parties

Masry & Vititoe, a law firm in which Edward Masry is a partner, has advanced \$57,903 and \$553,022 as of December 31, 2003 and 2002, respectively, to the Company for working capital purposes. The advances payable to Masry & Vititoe were allocations to the Company for shared expenses, primarily payroll. These advances were unsecured, non-interest bearing, and were due on demand. In June 2003, Masry & Vititoe converted \$500,000 of its advances due from the Company into 2,000,000 shares of common stock and 2,000,000 warrants (see Note 6). Mr. Masry is the Company's Chairman of the Board and Chief Executive Officer.

##### Lease agreement

In October 2003, the Company entered into a lease agreement with an entity to lease office space for its primary administrative facility. A director of the Company owns the entity. (see Note 8).

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

#### 4. Property and equipment

At December 31, 2003 and 2002, property and equipment consist of the following:

	December 31, 2003	December 31, 2002
Office equipment	\$ 40,976	\$ 24,451
Less accumulated depreciation	<u>(5,732)</u>	<u>(527)</u>
	<u>\$ 35,244</u>	<u>\$ 23,924</u>

Depreciation expense for the year ended December 31, 2003 and 2002 was \$5,205 and \$492, respectively.

#### 5. Income taxes

The Company has net operating loss (NOL) carryforwards in the amount of approximately \$5.2 million, which begin to expire in 2018. The deferred tax asset related to these NOL carryforwards has been fully reserved. The provision for income taxes represents the minimum state income taxes payable plus estimated penalties and interest.

The Company's ability to utilize its NOL is dependent upon current filing status with the Internal Revenue Service (IRS) and is subject to the IRS's statute of limitations. Currently, the Company has not filed any returns with the IRS.

A reconciliation of the Company's tax provision to income taxes at the applicable statutory rates is shown below.

	December 31, 2003	December 31, 2002
Income taxes at statutory federal rate	\$ (841,861)	\$ (934,388)
State income taxes, net of federal benefit	(148,564)	(164,952)
Valuation allowance	990,425	1,099,340
Minimum state income taxes, plus penalties and interest	<u>1,020</u>	<u>1,089</u>
	<u>\$ 1,020</u>	<u>\$ 1,089</u>

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

##### 6. Stockholders' deficiency

As of December 31, 2003, the Company has authorized 200,000,000 shares of its common stock, of which 34,128,261 shares were issued and outstanding, and 25,000 shares were to be issued. As described in Note 1, estimates and judgments were used by management to determine the fair value for certain issuances of the outstanding shares.

The Company's significant stockholders are as follows:

	Number of shares	Percentage ownership
Mr. Jeffrey Muller and controlled by Mr. Muller through beneficial ownership	8,716,710	25.5%
Mr. Edward Masry	3,000,000	8.8%
Edward Skoda	4,000,000	11.7%
Remaining stockholders	<u>18,411,551</u>	<u>53.9%</u>
	<u>34,128,261</u>	<u>100.0%</u>

In connection with the cross complaint the Company has filed against Mr. Muller, the Company is seeking various legal remedies relating to all of the 8,716,710 shares which the Company believes are controlled, directly or indirectly, by Mr. Muller (see Note 1). The Company is also seeking the rescission of options to purchase 10,000,000 shares of the Company's stock held by Mr. Muller (see Notes 1 and 3). Management cannot predict the outcome of any of the pending matters related to the shares controlled by Mr. Muller, or if the 10,000,000 option shares will be rescinded.

In 2002, 2,150,000 shares of stock were issued to directors and officers of the Company for services rendered. The aggregate fair value of these shares on the date of issuance was \$860,000, and has been recorded as compensation expense in 2002.

In November and December 2002, the Company sold 2,305,000 shares of its common stock in a series of private placement transactions. The Company received proceeds, net of offering costs, in the amount of \$389,875 for the shares prior to December 31, 2002, but did not issue the stock certificates until March 20, 2003. These shares were shown as common stock to be issued in the 2002 financial statements and common stock issued in the 2003 financial statements.

In June 2003, the Company issued 2,000,000 shares of common stock and 2,000,000 warrants to convert \$500,000 of related party debt into equity (see Note 7).

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

##### 6. Stockholders' deficiency - Continued

In October 2003, the Company sold 25,000 shares of its common stock in a series of private placement transactions. The Company received proceeds, net of offering costs, in the amount of \$6,250 for the shares prior to December 31, 2003, but did not issue the stock certificates until February 2, 2004. These shares are shown as common stock to be issued in the accompanying financial statements.

##### 7. Stock options and Warrants

The Company issues stock options to employees, directors and consultants under no formal plan. Employee options vest according to the terms of the specific grant and expire from 8 to 10 years from date of grant. Non-employee option grants to date are vested upon issuance. The weighted average remaining contractual life of employee options outstanding at December 31, 2003 was 8.13 years. Stock option activity for the years ended December 31, 2002 and 2003, was as follows:

	<u>Options</u>	<u>Weighted Avg. Exercise Price</u>
Options outstanding, January 1, 2002	13,900,000	\$ 0.13
Options granted	100,000	1.00
Options exercised	—	—
Options cancelled	—	—
Options, December 31, 2002	14,000,000	0.13
Options granted	—	—
Options exercised	—	—
Options cancelled	—	—
Options, December 31, 2003	<u>14,000,000</u>	<u>\$ 0.13</u>

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**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued**  
**YEARS ENDED DECEMBER 31, 2003 AND 2002**

**7. Stock options and Warrants - Continued**

Options outstanding at December 31, 2003 and the related weighted average exercise price and remaining life information is as follows:

<b>Range of exercise prices</b>	<b>Total options outstanding</b>	<b>Weighted average remaining life in years</b>	<b>Total weighted average exercise price</b>	<b>Options exercisable</b>	<b>Weighted average exercise price</b>
\$ 0.10	10,000,000	N/A	\$ 0.10	10,000,000	\$ 0.10
0.10	3,000,000	6.83	0.10	2,000,000	0.10
0.40	750,000	8.79	0.40	750,000	0.40
0.50	150,000	3.71	0.50	150,000	0.50
1.00	100,000	8.67	1.00	100,000	1.00
<u>\$0.10-\$1.00</u>	<u>14,000,000</u>	<u>7.13</u>	<u>\$ 0.13</u>	<u>13,000,000</u>	<u>\$ 0.19</u>

The 10,000,000 options exercisable at \$0.10 per share in the table above are held by Mr. Muller. The options have been accounted for as employee stock options under the provisions of APB No. 25. Accordingly, no compensation expense has been recorded in the statements of operations. However, the \$1,000,000 fair value of the options has been reflected in the pro forma net loss below. The 10,000,000 options do not have an expiration date and vested in 1999. For purposes of computing fair value method stock-based employee compensation expense for the 10,000,000 employee options above, a ten-year life was used in the Black-Scholes option-pricing model, as ten years is the longest term for other option grants.

**Intrinsic value of employee options**

Certain employee options were granted with exercise prices less than fair market value of the Company's stock at the date of grant. As the grants were to employees, the intrinsic value method, as allowed under APB No. 25, was used to calculate the related compensation expense. In 2003 and 2002, \$850,000 of employee deferred compensation was amortized and recognized as expense. The remaining deferred compensation expense will be recognized over the remaining vesting periods of the employee options through 2004.

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

##### 7. Stock options and Warrants - Continued

###### Non-employee warrants and options

In 2003, 11,517,414 warrants were issued to investors and non-employees. In 2002, 1,850,000 warrants and 100,000 options were issued to non-employees. The Company estimated the combined fair values of the warrants and options for each respective year to be \$10,173,653 and \$684,464, using the Black-Scholes option-pricing model. In 2003, \$8,933,483 of the total fair value of \$10,173,653 was related to 9,434,000 warrants issued to private placement investors; \$1,190,519 was related to the 2,000,000 warrants issued in connection with the related party debt settlement; and \$49,651 was related to the 83,414 warrants issued in connection with payment for legal services. In 2002, \$629,555 of the total fair value of \$684,464 was related to warrants issued for private placement finder's fees. Accordingly, this amount was offset against the proceeds from the private placements. The remaining \$54,909 was for the 100,000 options issued in 2002 for non-employee services and was recorded as deferred compensation and was amortized to expense as the services were provided. In 2003 and 2002, \$13,727 and \$41,182, respectively, were amortized to expense.

The following table summarizes certain information about the Company's stock purchase warrants:

	Warrants	Weighted Avg. Exercise Price
Warrants outstanding, January 1, 2002	—	\$ —
Warrants granted	1,850,000	0.35
Warrants exercised	—	—
Warrants cancelled	—	—
Warrants outstanding, December 31, 2002	1,850,000	0.35
Warrants granted	11,517,414	0.43
Warrants exercised	—	—
Warrants cancelled	—	—
Warrants outstanding, December 31, 2003	13,367,414	\$ 0.48

The Company has elected to account for stock-based compensation using the intrinsic value method prescribed in APB No. 25 and related interpretations, and follow the pro forma disclosure requirements of SFAS No. 123. Accordingly, no compensation expense has been recognized related to the granting of stock options, except as noted above. The following table illustrates the effect on net income as if the Company had applied the fair value recognition provisions of SFAS No. 123 to stock-based employee compensation.

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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

##### 7. Stock options and Warrants - Continued

	December 31, 2003	December 31, 2002	Cumulative since inception
Net loss, as reported	\$(2,476,063)	\$(2,749,199)	\$(10,327,608)
Add: total fair value method stock- based employee compensation expense	(949,977)	(949,977)	(2,208,302)
Less: deferred compensation amortization for below market employee options	850,000	850,000	1,891,667
Pro forma net loss	\$(2,576,040)	\$(2,849,176)	\$(10,644,243)
Pro forma loss per share	\$ (0.10)	\$ (0.15)	

The fair market value of the stock options at the grant date was estimated using the Black-Scholes pricing model with the following weighted average assumptions:

Expected life (years)	8.15
Risk free interest rate	5.57%
Volatility	289.12%
Expected dividend yield	0.00%

##### 8. Commitments and contingencies

###### Legal matters

On December 19, 2001, the Securities and Exchange Commission (SEC) filed civil charges in the United States Federal District Court, Southern District of New York, against the Company, its former President and then sole director Jeffrey Muller, and others were engaged in a fraudulent scheme to promote the Company's stock. The SEC complaint alleged the existence of a promotional campaign using press releases, Internet postings, and elaborate website, and televised media events to disseminate false and materially misleading information as part of a fraudulent scheme to manipulate the market for stock in the Company, which was then controlled by Mr. Muller. On March 22, 2002, management signed a Consent to Final Judgment of Permanent Injunction and Other Relief in settlement of this action as against the corporation only, which the court approved on July 2, 2002. Under this settlement, the Company was not required to pay any fines or restitution. The SEC's action continues against Mr. Muller and others.

**SAVE THE WORLD AIR, INC.  
(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued  
YEARS ENDED DECEMBER 31, 2003 AND 2002**

**8. Commitments and contingencies - Continued**

Legal matters - Continued

On July 2, 2002, after an investigation by the Company's newly constituted board of directors, the Company filed a cross-complaint in the SEC action against Mr. Muller and others seeking injunctive relief, disgorgement and financial restitution for a variety of acts and omissions in connection with sales of Company stock and other transactions occurring between 1998 and 2002. The Company is also seeking cancellation of such shares and Mr. Muller's stock option agreement and royalty arrangement. Among other things, the Company alleges that Mr. Muller and certain others sold stock without consideration and without registration under federal securities laws; engaged in self-dealing and entered into various undisclosed related-party transactions; misappropriated for their own use proceeds from sales of stock; and entered into various undisclosed arrangements regarding the control, voting and disposition of their stock.

On July 30, 2002, the U.S. Federal District Court, southern District of New York, granted the Company's application for a preliminary injunction against Mr. Muller and others, which prevents Mr. Muller and other cross-defendants from selling, transferring, or encumbering any of the Company's assets and property, from selling or transferring any of the Company's stock that they may own or control, or from taking any action to injure the Company or its business and shareholders. The order also prevents Mr. Muller from exercising any control over the corporation and serving as an officer or director of the Company. While management believes that the Company has valid claims, there can be no assurance that an adverse result or settlement would not have a material adverse effect on the Company's financial position or cash flow.

In the course of the litigation, the Company has obtained control over Mr. Muller's patent rights to the ZEFSS device. Under a Buy-Sell Agreement with Mr. Muller dated December 29, 1998, Mr. Muller, who was listed on the ZEFSS device patent application as the inventor of the ZEFSS device, granted the Company the marketing, manufacturing and distribution rights to the ZEFSS device. In conjunction with these proceedings, a settlement agreement was reached whereby the \$10 per unit royalty previously due to Mr. Muller was terminated and replaced with a \$.20 per unit royalty payable to the bankruptcy trustee. On November 7, 2002, under the settlement with the Muller bankruptcy trustee, the trustee transferred all ownership and legal rights to this international patent application for the ZEFSS device to the Company.



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### SAVE THE WORLD AIR, INC. (A DEVELOPMENT STAGE ENTERPRISE)

#### NOTES TO FINANCIAL STATEMENTS - Continued YEARS ENDED DECEMBER 31, 2003 AND 2002

#### 8. Commitments and contingencies - Continued

##### Legal matters - Continued

The litigation against Mr. Muller and others has been pending before the Court and will be scheduled for further proceedings and final disposition by summary judgment motions within the near future. Although the outcome of these motions cannot be predicted with any degree of certainty, the Company is optimistic that the Court's ruling will either significantly narrow the issues for any later trial or will result in a disposition of the case in a manner favorable to the Company. The Company contends that it is entitled to a judgment canceling all of the 8,716,710 shares of the Company's Common stock which the Company believes are controlled, directly or indirectly, by Mr. Muller, divesting Mr. Muller of any right to exercise options for 10,000,000 shares of Company stock, the entry of an existing preliminary injunction to prevent Mr. Muller from any involvement with the Company and a monetary judgment against Mr. Muller and others in the amount of several million dollars. While Company management believes that the Company has valid claims, there can be no assurance that an adverse result or settlement would not have a material adverse effect on the Company's financial position or cash flow.

##### Royalty agreements

The Company has entered into five royalty agreements whereby it has agreed to pay from \$.05 to \$.25 per unit for each ZEFS device sold. Two of these royalty agreements, at \$.20 per unit each, were reached in exchange for the royalty recipients' release of their claims to the intellectual property rights to the ZEFS device.

In connection with these royalty agreements, the Company has committed to issue options to purchase an aggregate of 1,000,000 shares of common stock at \$1.00 per share. The options expire 10 years from the date of grant and will be granted when the Company is in full compliance with the SEC reporting requirements.

Also, in connection with the royalty agreements, the Company has committed to issue an aggregate of 728,000 shares of common stock according to the following schedule:

300,000 shares on April 4, 2004

300,000 shares on April 4, 2005

128,000 shares upon completion of successful ZEFS testing, as defined

##### Leases

In 2002, the Company had no leases of any property. In October 2003, the Company subleased a portion of a building in North Hollywood, California from an entity that is owned by a director of the Company. The lease term is from November 1, 2003 through October 31, 2005 and carries an option to renew for two additional years with a 10 percent increase in the rental rate. Monthly rent is \$2,000 under this lease.

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**SAVE THE WORLD AIR, INC.**  
**(A DEVELOPMENT STAGE ENTERPRISE)**

**NOTES TO FINANCIAL STATEMENTS - Continued**  
**YEARS ENDED DECEMBER 31, 2003 AND 2002**

**8. Commitments and contingencies - Continued**

Leases - Continued

The following is a schedule by years of future minimum rental payments required under the non-cancelable operating lease:

2004	\$24,000
2005	<u>20,000</u>
	<u>\$44,000</u>

**9. Subsequent events**

On March 2, 2004 the board of directors approved the 2004 Stock Option Plan. Effective January 1, 2004, the Company granted 900,000 options to purchase shares at \$0.98; 193,912 options to purchase shares at \$1.15; and 78,740 options to purchase shares at \$1.27. All options were granted to directors or employees of the Company.

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### **Item 8. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure**

Effective April 10, 2002, our Board of Directors approved a change in our independent public accountants for the year ended December 31, 2002, from Hoiberg Business Group, of Carrara, Queensland, Australia to Good Swartz Brown & Berns LLP.

We did not consult with Good Swartz Brown & Berns LLP during the fiscal years ended December 31, 2000 and 2001, and the interim period from December 31, 2001 through July 30, 2002, with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements or (ii) any matter that was the subject of any prior disagreement between us and our previous independent accountant.

The report of Hoiberg Business Group for the years ended December 31, 2000 and December 31, 2001 contained no adverse opinions, disclaimer of opinion or qualification or modification as to uncertainty, audit scope or accounting principles. During the fiscal years ended December 31, 2000 and 2001, and the interim period from December 31, 2001 through November 4, 2002, there were no disagreements between us and Hoiberg Business Group on any accounting principles or practices, financial statement disclosure or auditing scope or procedure, which, if not resolved to the satisfaction of Hoiberg Business Group, would have caused it to make reference to the subject matter of the disagreement in connection with its report. No event described in paragraph (a)(1)(iv) of Item 304 of Regulation S-B has occurred within our fiscal years ended December 31, 2000 and 2001, or the period from December 31, 2001 through April 10, 2002.

In April 2003, the SEC promulgated rules that no annual or quarterly report submitted to the SEC may include financial reports audited by independent public accountants unregistered with the Public Company Accounting Oversight Board (PCAOB). Our prior accountants, Good Swartz Brown & Berns LLP, indicated that they would not be registered with the PCAOB, and as such, they resigned as our independent public accountants. On November 21, 2003, our Board of Directors approved the dismissal of Good Swartz Brown & Berns, LLP as our independent public accountant and retained Weinberg & Company, P.A.

During the last fiscal year prior to and preceding the resignation of Good Swartz Brown & Berns, LLP and any subsequent interim period preceding such resignation, there were no disagreements with Good Swartz Brown & Berns, LLP on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to Good Swartz Brown & Berns, LLP's satisfaction, would have caused it to make reference to the subject matter of the disagreement in connection with its reports; and there were no reportable events described under Item 304(a)(1)(iv) of Regulation S-B. During the last two fiscal years, Good Swartz Brown & Berns did not issue any audit reports containing a disclaimer or adverse or qualified opinion.

We did not consult with Weinberg & Company, P.A. for the years ended December 31, 2001 and December 31, 2002 and through November 21, 2003, with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements or (ii) any matter that was the subject of any prior disagreement between us and our previous independent accountant.

#### **Item 8A. Controls and Procedures**

(a) Evaluation of disclosure controls and procedures: Our management evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Annual Report on Form 10-KSB. Based on this evaluation,

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our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the Exchange Act)) are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms. It should be noted that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

(b) Changes in internal control over financial reporting: There was no change in our internal control over financial reporting that occurred during the period covered by this Annual Report on Form 10-KSB that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### **PART III**

Certain information required by Part III is incorporated by reference from our Proxy Statement to be filed with the Securities and Exchange Commission in connection with the solicitation of proxies for our 2004 Annual Meeting of Stockholders to be held on May 24, 2004 (the "Proxy Statement").

#### **Item 9. Directors and Executive Officers of Registrant**

The information required by this section is incorporated by reference from the section entitled "Election of Directors" in the Proxy Statement. Item 405 of Regulation S-B calls for disclosure of any known late filing or failure by an insider to file a report required by Section 16 of the Exchange Act. This disclosure is incorporated by reference to the section entitled "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement. The information required by this Item with respect to our executive officers is contained in Item 1 of Part I of this Annual Report under the heading "Executive Officers of the Registrant".

#### **Item 10. Executive Compensation**

The information required by this section is incorporated by reference from the information in the section entitled "Executive Compensation and Other Matters" in the Proxy Statement.

#### **Item 11. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this section is incorporated by reference from the information in the section entitled "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" in the Proxy Statement.

#### **Item 12. Certain Relationships and Related Transactions**

The information required by this section is incorporated by reference from the information in the section entitled "Certain Relationships and Related Transactions" in the Proxy Statement.

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### Item 13. Exhibits and Reports on Form 8-K

(a) The following documents are filed as part of this Form 10-KSB.

(1) Financial Statements:

Reference is made to the contents to Financial Statements of Save the World Air, Inc. under Item 7 of this Form 10-KSB.

(2) Exhibits:

The exhibits listed below are required by Item 601 of Regulation S-B.

Exhibit No.	Description
3(i)(1)	Articles of Incorporation, as amended, of the Registrant.
3(ii)(1)	Bylaws of the Registrant.
10.1(4)	Commercial Sublease between the Registrant and KZ Golf, Inc., dated October 16, 2003.
10.2(4)	General Tenancy Agreement between the Registrant and Autumlee Pty Ltd., dated November 15, 2003.
10.3(2)	Agreement between the Registrant and RAND, dated December 13, 2002.
10.3(a)(4)*	Agreement between the Registrant and RAND, dated May 7, 2003.
10.4(3)	Deed and Document Conveyance between the Trustee of the Property of Jeffrey Ann Muller and Lynette Anne Muller (Bankrupts).
10.5(3)	Assignment and Bill of Sale between Pro Hart and the Registrant dated May 28, 2002.
10.6†**	Consulting Agreement between Joseph Helleis and the Registrant dated December 1, 2003.
10.7†**	Employment Agreement between Edward L. Masry and the Registrant dated December 1, 2003.
10.8†**	Employment Agreement between Eugene E. Eichler and the Registrant dated December 1, 2003.
10.9†**	Employment Agreement between Bruce H. McKinnon and the Registrant dated December 1, 2003.
31.1**	Certification of Chief Executive Officer of Annual Report Pursuant to Rule 13(a)–15(e) or Rule 15(d)–15(e).
31.2**	Certification of Chief Financial Officer of Annual Report Pursuant to 18 U.S.C. Section 1350.
32.1**	Certification of Chief Executive Officer and Chief Financial Officer of Annual Report pursuant to Rule 13(a)–15(e) or Rule 15(d)–15(e).

\* Confidential treatment previously requested.

\*\* Filed herewith.

† Indicates management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to Item 13 of Form 10-KSB.

- (1) Incorporated by reference from Registrant's Registration Statement on Form 10-SB (Registration Number 000-29185), as amended, filed on March 2, 2000.
- (2) Incorporated by reference from Registrant's Form 8-K filed on December 30, 2002.
- (3) Incorporated by reference from Registrant's Form 8-K filed on November 12, 2002.
- (4) Incorporated by reference from Registrant's Form 10-KSB for the fiscal year ended December 31, 2002.

(b) Reports on Form 8-K

On November 26, 2003, we filed a report on Form 8-K, as amended, in which we reported a change of principal accountant.

### Item 14. Principal Accountant Fees and Services

The information required by this section is incorporated by reference from the information in the section entitled "Ratification of Appointment of Independent Auditors" in the Proxy Statement.

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**SIGNATURES**

In accordance with Section 13 or 15(d) of the Exchange Act, the Registrant has caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

SAVE THE WORLD AIR, INC.

Date: April 13, 2004

By: /s/ Edward L. Masry

\_\_\_\_\_  
Edward L. Masry  
Chief Executive Officer

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the Registrant and in the capacities listed below on April 13, 2004.

Name	Title
/s/ Edward L. Masry _____ Edward L. Masry	Chief Executive Officer and Chairman of the Board
/s/ Eugene E. Eichler _____ Eugene E. Eichler	President, Chief Financial Officer, Treasurer and Director
/s/ Bruce H. McKinnon _____ Bruce H. McKinnon	Executive Vice President of Business Development, Chief Operating Officer and Director
/s/ Robert F. Sylk _____ Robert F. Sylk	Director
/s/ J. Joseph Brown _____ J. Joseph Brown	Director
/s/ John F. Price _____ John F. Price	Director
/s/ Joseph Helleis _____ Joseph Helleis	Director
_____ Jeffrey Muller	Director

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made effective and entered into as of December 1, 2003, by and between SAVE THE WORLD AIR, INC., a Nevada corporation (the "Company"), and JOSEPH HELLEIS ("Consultant"), with reference to the following facts:

## RECITALS

- A. The Company has developed proprietary technologies for reducing harmful emissions from fuel combustion engines and improving fuel efficiency, among other benefits and is currently in process of organizational development as it prepares to bring its products to market.
- B. The Company desires to engage the services of Consultant as an independent contractor to assist with organizational and administrative matters, as specified by the Company from time to time during its transitional period of development.
- C. Consultant has expertise in the area of the Company's business requirements and desires to provide consulting services for the Company upon the terms and conditions contained herein.

NOW, THEREFORE, the Company and Consultant hereby mutually agree as follows:

Section 1. Scope of Services to be provided. Development of Company Policies and Procedures and such policies' implementation and administration when deemed appropriate by the Company.

- (a) Consultant shall undertake and perform the tasks outlined in Section 1 and such additional or other responsibilities as may be reasonably assigned to Consultant from time to time by the Company's Chief Executive Officer, President and Chief Operating Officer.
- (b) Consultant shall keep confidential any proprietary or confidential information of the Company, including without limitation all information that may constitute a trade secret or otherwise confer strategic or competitive advantages to the Company, by use of passwords, locked cabinets, identification of such information and materials as "Confidential" and other limits on access as may be customary or appropriate or set forth in Company policies.

Section 2. Non-Disclosure Obligations. Concurrently with the parties' execution of this Agreement, Consultant shall execute and deliver to the Company the Confidentiality Agreement attached hereto as Annex B (the "Confidentiality Agreement"), the provisions of which are incorporated herein by this reference.

Section 3. Consultant's Representations and Covenants. Consultant represents, warrants and covenants to the Company that:

- (a) Consultant shall devote such time, energy, interest, ability, and skill as may be fairly and reasonably necessary to provide to the Company the services described in Section 1 above.
- (b) Consultant shall not, during the term of this Agreement, directly or indirectly, promote, participate, or engage in any business activity that would materially interfere with the performance of Consultant's duties under this Agreement or which is competitive with the Company's or any Company Affiliate's business, including, without limitation, any involvement as a shareholder, director, officer, employee,



partner, joint venturer, consultant, advisor, individual proprietor, lender, or agent of any business, without the prior written consent of the Company. The term "Affiliate" shall mean, with respect to any person or entity, any other person or entity which, directly or indirectly through one or more intermediaries, is in control of, is controlled by or is under common control with, such person or entity. "Control of," "controlled by" and "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person or entity, by contract or credit arrangement, as trustee or executor, or otherwise. The term "Affiliate" includes, but is not limited to, each and every subsidiary of the Company.

- (c) During the term of this Agreement and for a period of one year after the termination of this Agreement, Consultant shall not solicit, attempt to solicit, or cause to be solicited any customers of the Company for purposes of promoting or selling products or services which are competitive with those of the Company, nor shall Consultant solicit, attempt to solicit, or cause to be solicited any employees, agents, or other independent contractors of the Company to cease their relationship with the Company.
- (d) Consultant does not have any agreements with or commitments to any other person or entity which conflict with any of Consultant's obligations to the Company arising under this Agreement.
- (e) Consultant shall maintain any and all licenses and permits as may be required for Consultant to provide the consulting services contemplated hereby. In the event Consultant shall utilize the services or shall acquire any products in order to render the consulting services contemplated hereby, Consultant shall be solely responsible for the payment for such services and products, except to the extent reimbursable by the Company in accordance with 0 below. Consultant shall be solely responsible for any and all income and other taxes that may be due to any state, local or federal governmental authorities in respect of the compensation to Consultant pursuant to this Agreement. Consultant acknowledges that the Company shall not make any withholdings from payments to Consultant hereunder.

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- (f) Except upon the express written consent of the Company, Consultant shall have no authority, and shall not represent, suggest or imply that Consultant has the authority, express or implied: (1) to bind the Company to any agreements or arrangements, written or oral; (2) to make an offer or accept an offer on behalf of the Company; or (3) to make representations, warranties, guaranties, commitments or covenants on behalf of Company.

#### Section 4. Ownership.

- (a) The compensation payments set forth herein shall be full and complete compensation both for all obligations assumed by Consultant hereunder and for any and all Creations (as defined in the Confidentiality Agreement) assigned under this Agreement.
- (b) The Company shall retain the exclusive right to use or distribute, at its sole discretion, any and all Creations. Consultant shall make no claim on any consideration received by the Company for the sale, lease or use of the Creations.

Section 5. Term. This Agreement shall terminate on December 31, 2004, unless earlier terminated in accordance with this Section 5. In addition, this Agreement shall terminate automatically upon the death of Consultant, or the mental or physical

incapacity of Consultant for a period of 60 consecutive days. Either party hereto may terminate this Agreement upon a material breach of this Agreement by the other party; and the Company may terminate this Agreement upon a material breach of the Confidentiality Agreement by Consultant.

Section 6. Compensation. Consultant's compensation for his services hereunder shall be at a monthly rate of \$3,500.00.

Section 7. Reimbursement of Business Expenses. To the extent Consultant is authorized by the Company to make expenditures to carry out Consultant's duties hereunder, the Company shall reimburse Consultant for the actual costs thereof, subject to receipt of such documentation and other information as the Company may reasonably request or require in accordance with its policies, and subject further to any limitations on the amount that Consultant may be authorized to incur in making expenditures on the Company's behalf. Reimbursement for each qualifying expense shall be made upon the presentation of a receipt by Consultant of such expense item and any and all other documentation which the Company may reasonably require regarding the expense item submitted to Company.

Section 8. Independent Contractor. Consultant shall be retained by the Company only for the purposes and to the extent set forth in this Agreement, and his relation to the Company, during the term of this Agreement, shall be that of an

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independent contractor. Consultant shall not be considered as having an employee status.

Section 9. Injunctive Relief. Remedies at law shall be deemed to be inadequate for any breach of any of the covenants of this Agreement, and the Company shall be entitled to injunctive relief in addition to any other remedies it may have in the event of such breach.

Section 10. Amendments; Consents. No amendment, modification, supplement, termination, or waiver of any provision in this Agreement, and no consent to any departure therefrom, shall be effective unless in writing and signed by both Consultant and the Company and then only in the specific instance and for the specific purpose given.

Section 11. Notices. Any notices required or permitted to be given in writing will be deemed received when personally delivered or, if earlier, ten (10) days after mailing by registered or certified United States mail, postage prepaid, and return receipt requested. Notice to the Company is valid if sent to the Company's principal place of business and notice to Consultant is valid if sent to Consultant at Consultant's address as it appears in the Company's records. The Company or Consultant may change their address only by notice given to the other in the manner set forth herein.

Section 12. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, and the counterparts, taken together, shall constitute one original. Executed copies of this Agreement and any amendments or modifications thereto may be delivered by facsimile transmission in lieu of an original.

Section 13. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Consultant and the Company and their respective permitted successors and assigns. This Agreement, including the rights and obligations hereunder, shall not be assigned, delegated or transferred by Consultant without the prior written consent of the Company.

Section 14. Integration; Construction. This Agreement (together with the appendices thereof) shall comprise the complete and integrated agreement of the Company and Consultant and shall supersede all prior agreements, written or oral, on the subject matter hereof. Neither party hereto shall have a provision construed against it by reason of such party having drafted the same.

Section 15. Survival. The rights and obligations provided in Section 3 (b), Section 4, Section 6, Section 9, Section 13 and Section 19 shall survive termination of this Agreement.

Section 16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

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Section 17. Severability of Provisions. Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall be, as to that jurisdiction only, inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of those provisions in any other jurisdiction, and to this end the provisions of this Agreement shall be severable.

Section 18. Headings. Headings of this Agreement are included for convenience only and shall not be considered a part of this Agreement for any other purpose.

Section 19. Attorneys' Fees. In the event of any litigation or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

Section 20. Waiver; Rights and Remedies. Neither Consultant's nor the Company's failure to exercise any right under this Agreement shall constitute a waiver of any other term or condition of this Agreement with respect to any other preceding, concurrent, or subsequent breach, nor shall it constitute a waiver by the Company or Consultant of its rights at any time thereafter to require exact and strict compliance with any of the terms of this Agreement. The rights and remedies set forth in this Agreement shall be in addition to any other rights or remedies which may be granted by law.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed or caused their respective duly authorized officer to execute this Agreement as of the date first set forth above.

CONSULTANT

By \_\_\_\_\_  
Name: Joseph Helleis

By \_\_\_\_\_  
Name: Eugene E. Eichler  
Title: Chief Operating Officer

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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") which constitutes Annex A, is entered into by and between the individual whose name appears on the signature page of the related Consulting Agreement ("Consultant"), on the one hand, and Save the World Air, Inc., a Nevada corporation (the "Company"), on the other, with reference to the following facts:

RECITALS

- A. This Agreement is being entered into pursuant to that certain Consulting Agreement of even date herewith, between the Company and Consultant ("Consulting Agreement").
- B. The Company has retained the services of Consultant to provide Policies and Procedures and other services as called upon from time to time.
- C. The Company desires to protect various proprietary and confidential information that it uses in its business.

Therefore, the parties hereto do hereby agree as follows:

1. Definition of Confidential Information.

(a) For the purposes of this Agreement, the term "Confidential Information" shall mean information, material and trade secrets (i) proprietary to the Company or to any Affiliate (as defined below) of the Company or (ii) designated as confidential by the Company, whether or not owned or developed by the Company, which Consultant may obtain knowledge of or access to, through or as a result of, Consultant's relationship with the Company or with any Affiliate of the Company.

(b) Without limiting the generality of the foregoing, Confidential Information shall include, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or still in development):

(i) The "Technology," which means:

- (1) Any and all "Creations" as defined below; and
- (2) any and all enhancements thereto.

(ii) Economic and financial analyses, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, financial information and Consultant files.

(iii) Information constituting a "trade secret" as defined in California Civil Code Section 3426.1.

(iv) Any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company.

(c) The term "Creations" shall mean any and all discoveries, ideas, inventions, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source

code, object code, documentation, diagrams, flow charts, research, developments, processes, procedures, "know-how," any enhancements to the foregoing and Consultant's files that may be conceived or developed by Consultant, either alone or with others, during the term of this Agreement, whether or not conceived or developed during Consultant's working hours, that relate to the Products or the Company's Business (each as defined in the Consulting Agreement) or to the Company's actual or demonstrably anticipated research and development, or that result from any services rendered by Consultant for the Company.

(d) The term "Affiliate" shall mean, with respect to any person or entity, any other person or entity which, directly or indirectly through one or more intermediaries, is in control of, is controlled by or is under common control with such person or entity. "Control of," "controlled by" and "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person or entity, by contract or credit arrangement, as trustee or executor or otherwise. The term "Affiliate" includes, but is not limited to, each and every subsidiary of the Company, if any.

(e) INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME CONSULTANT FIRST LEARNS OF SUCH INFORMATION, OR GENERIC INFORMATION OR KNOWLEDGE WHICH CONSULTANT WOULD HAVE LEARNED IN THE COURSE OF SIMILAR SERVICES OR EMPLOYMENT ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF THE CONFIDENTIAL INFORMATION.

(f) Any capitalized terms used and not otherwise defined herein shall have the meanings, if any, ascribed to them in the Consulting Agreement.

2. Confidential Treatment. Consultant hereby agrees, during the term of his consulting arrangement with Company and at all times thereafter, to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Consultant's services for Company, without the prior written consent of the chief executive officer of Company. Consultant agrees that, as between Consultant and Company, Company owns all of the Confidential Information, and Consultant hereby agrees to regard and preserve as confidential all Confidential Information. Consultant hereby agrees not to take, retain or copy, without the prior written consent of the chief executive officer of Company, any or all of the Confidential Information. Without limiting the generality of the foregoing, during the term hereof and after termination of Consultant's employment with the Company, Consultant shall not use, build, reverse-engineer, decompile, modify for use or disassemble any of the Technology.

3. Ownership. The Technology including without limitations any and all Creations shall be the sole and exclusive property of the Company. At any time upon the request of the Company, Consultant shall: (i) assign, without charge to the Company, all his rights, title, and interests in any of the Creations to the Company; (ii) execute, acknowledge, and deliver any and all instruments necessary to confirm the Company's complete ownership of the Creations; and (iii) perform all other reasonable acts which may be necessary to perfect and to protect the Company's ownership rights in the Creations. Consultant hereby assigns to the Company all of his right, title and inters in and to the Creations. Consultant shall disclose promptly and only to

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the Company, and shall make an adequate record of, any and all Creations conceived or developed by Consultant (either alone or jointly with others) during the term of this Agreement and within one year thereafter, whether or not the property of the Company.

4. Return of Materials and Copies. All notes, data, reference materials, sketches, drawings, memoranda, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights therein, including copyrights, shall belong exclusively to Company, and Consultant hereby agrees to turn over promptly all copies of such materials in Consultant's control to Company upon Company's request or upon termination of Consultant's employment by Company.

5. Non-Competition and Non-Solicitation. During the Company's

employment of Consultant and for a period of two (2) years following the term of the Consulting Agreement, Consultant shall not assist, become employed by or engage in any consulting or other services for any person or entity that is engaged in any business or other activity in competition with the Company, nor solicit or entice any of the Company's employees to do any of the foregoing. During the Company's employment of Consultant and for a period of two (2) years following the term of the Consulting Agreement, Consultant shall not set up or take preliminary steps to set up or engage in any business enterprise that would be in competition with the Company and Consultant shall disclose to the Company, any and all competitive plans that Consultant may have, without regard to Consultant's intent to act or not act on such plans.

6. Fiduciary Obligations. Nothing in this Agreement is intended to limit Consultant's obligations to Company in any capacity, and Consultant shall be bound by all fiduciary and other obligations to Company which may arise by reason of Consultant's employment, capacity or other duties to the Company.

7. Injunctive Relief. Due to the unique nature of the Confidential Information, Consultant understands and hereby agrees that Company will suffer irreparable harm in the event that Consultant fails to comply with any of Consultant's obligations under Section 2 or 3 above and that monetary damages will be inadequate to compensate Company for such breach. Accordingly, Consultant hereby agrees that Company will be entitled, in addition to any other remedies available to it at law or in equity, to injunctive relief to enforce the terms of Sections 2 and 3 above.

8. Amendments; Consents. No amendment, modification, supplement, termination or waiver of any provision in this Agreement, and no consent to any departure therefrom, shall be effective unless in writing and signed by both Consultant and Company and then only in the specific instance and for the specific purpose given.

9. Notice. Any notices required or permitted to be given in writing and will be deemed received when personally delivered or, if earlier, ten (10) days after mailing by registered or certified United States mail, postage prepaid, and with return receipt requested. Notice to the Company is valid if sent to the Company's principal place of business and notice to Consultant is valid if sent to Consultant at Consultant's address as it appears in the Company's records.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts when taken together shall be deemed to be but one and the same instrument.

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11. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Consultant and Company and their respective permitted successors and assigns. This Agreement, including the rights and obligations hereunder, shall not be assigned or transferred by Consultant without the prior written consent of Company.

12. Integration; Construction. This Agreement (together with the Consulting Agreement) shall comprise the complete and integrated agreement of the Company and Consultant and shall supersede all prior agreements, written or oral, on the subject matter hereof. Neither party hereto shall have a provision construed against it by reason of such party having drafted the same.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14. Severability of Provisions. Any provision in this Agreement that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be, as to that jurisdiction only, inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of those provisions in any other jurisdiction, and to this end the provisions of this Agreement shall be severable.

15. Headings. Headings of this Agreement are included for convenience only and shall not be considered a part of this Agreement for any other purpose.

16. Attorneys' Fees. In the event of any litigation or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

17. Waiver; Rights and Remedies. Neither Consultant's nor Company's failure to exercise any right under this Agreement shall constitute a waiver of any other term or condition of this Agreement with respect to any other preceding, concurrent or subsequent breach, nor shall it constitute a waiver by the Company or Consultant of its rights at any time thereafter to require exact and strict compliance with any of the terms of this Agreement. The rights and remedies set forth in this Agreement shall be in addition to any other rights or remedies which may be granted by law.

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IN WITNESS WHEREOF, the parties hereto have executed or caused their respective duly authorized officer to execute this Agreement as of the date first set forth above.

SAVE THE WORLD AIR, INC.

By \_\_\_\_\_  
Its Chief Operating Officer

CONSULTANT

By \_\_\_\_\_

Name Joseph Helleis

Address: 2639 Barefoot Lane

Rowland Heights, CA 91748

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EMPLOYMENT AGREEMENT

AGREEMENT made as of the xxth day of MONTH-YEAR by and between SAVE THE WORLD AIR, INC. ("STWA"), a Nevada chartered corporation, and Edward L. Masry (the "Executive").

BACKGROUND

A. STWA desires to employ the Executive and the Executive is willing to serve on the terms and conditions herein provided.

B. In order to effect the foregoing, the parties hereto desire to enter into an employment agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements of the parties contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS AND SPECIAL PROVISIONS. Each capitalized word and term used herein shall have the meaning ascribed to it in the glossary appended hereto, unless the context in which such word or term is used otherwise clearly requires. Such glossary is incorporated herein by reference and made a part hereof.

2. EMPLOYMENT. STWA hereby agrees to employ the Executive, and the Executive hereby agrees to serve STWA, on the terms and conditions set forth herein.

3. TERM OF AGREEMENT. The Executive's employment under this Agreement shall commence on the date hereof and, except as otherwise provided herein, shall continue until December 31, 2007; provided, however, that commencing on December 31, 2007 and each anniversary thereafter, the term of this Agreement shall automatically be extended for one additional year beyond the term otherwise established unless, prior to such date, STWA or the Executive shall have given a Notice of Non-Extension.

4. POSITION AND DUTIES. The Executive shall serve as Chief Executive Officer of STWA and he shall have such responsibilities, duties and authority as he may from time to time deem appropriate in his best judgment. He shall also serve as a Chairman of STWA's Board of Directors and upon any committees thereof as requested by the Board. Nothing herein shall be construed as precluding him from devoting a reasonable amount of time to civic, charitable, trade association and other activities that do not represent conflicts and are not otherwise in any way detrimental to STWA.

5. COMPENSATION AND RELATED MATTERS.

BASE COMPENSATION. During the period of the Executive's employment hereunder, the executive's annual base compensation shall be for a total consideration of \$1.00

(a) INCENTIVE COMPENSATION. During the period of the Executive's employment hereunder, he shall be entitled to participate in all incentive plans, stock option plans, and similar arrangements as may be in effect and maintained by STWA for executive officers on a basis and at award levels consistent and commensurate with his position and duties hereunder.

(b) EMPLOYEE BENEFIT PLANS AND OTHER PLANS OR ARRANGEMENTS. The Executive shall be entitled to participate in all Employee Benefit Plans of STWA that either, are in effect at present or that may be adopted in the future. In addition, he shall be entitled to participate in and

enjoy any other plans and arrangements which provide for sick



leave, vacation, sabbatical, or personal days, club memberships and dues, education payment or reimbursement, business-related seminars, and similar fringe benefits provided to or for the executive officers of STWA from time to time. Notwithstanding the foregoing, Executive shall be entitled to at least four (4) weeks vacation per calendar year during each year of employment. Such vacation shall be prorated during the year 2003 based on the date of this Agreement.

(c) EXPENSES. During the period of the Executive's employment hereunder, he shall be entitled to receive prompt reimbursement for all reasonable and customary expenses, including transportation expenses, incurred by him in performing services hereunder in accordance with the general policies and procedures established by STWA.

6. TERMINATION BY REASON OF DISABILITY.

(a) IN GENERAL. In the event the Executive becomes unable to perform his duties on a full-time basis by reason of the occurrence of his Disability and, within 30 days after a Notice of Termination is given, he shall not have returned to the full-time performance of such duties, his employment may be terminated by STWA.

(b) BENEFITS. In the event of the termination of the Executive's employment under Subparagraph (a), the term of this Agreement shall continue for one year after the Date of Termination, and STWA shall pay or provide the benefits set forth below:

(1) The Executive shall be paid an amount equal to the higher of the aggregate bonus (es) paid to him with respect to one of the two years immediately preceding the year in which the Date of Termination occurs. Such amount shall be paid to him in cash on the first anniversary date of the Date of Termination.

(2) The Executive and his eligible dependents shall be entitled to continue to participate at the same aggregate benefit levels, for one year and at no out-of-pocket or tax cost to him, in the Welfare Benefit Plans in which he was a participant immediately prior to the Date of Termination, to the extent permitted under the terms of such plans and applicable law. To the extent STWA is unable to provide for continued participation in a Welfare Benefit Plan, it shall provide an equivalent benefit directly at no out-of-pocket or tax cost to him. For purposes of the preceding two sentences, STWA shall be deemed to have provided a benefit at no tax cost to him if it pays an additional amount to him or on his behalf, with respect to those benefits which would otherwise be nontaxable to him, calculated in a manner consistent with the provisions of Paragraph 12.

(c) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b) (5), STWA shall not be required to provide, at its cost, the welfare benefits covered therein after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(c) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination for Disability and he is survived by a

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spouse, the compensation and benefits remaining to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Subparagraph (b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Subparagraph (b)(5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination for Disability and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Subparagraphs (b)(1) through (b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Subparagraph (b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide continued benefits under Subparagraph (b)(5) shall terminate.

(d) COMPENSATION AND BENEFITS UPON EXPIRATION OF REMAINING TERM OF AGREEMENT. Upon the expiration of the remaining term of this Agreement following the Executive's termination for Disability, and provided his Disability then continues, he shall be entitled to receive the compensation and benefits provided under the terms of any long-term disability plan of STWA in effect on the Date of Termination or, if greater, at the expiration of such remaining term. If such plan exists, such compensation and benefits shall continue until the earlier of (i) his death, or (ii) the later of (A) his attainment of age 65, or (B) the date specified in the plan document for benefit termination. To the extent STWA is unable to provide such compensation and benefits under its long-term disability plan, if any, it shall provide equivalent compensation and benefits directly at no out-of-pocket or tax cost to him. For purposes of the preceding sentence, STWA shall be deemed to have provided compensation and benefits at no tax cost to him if it pays an additional amount to him or on his behalf, with respect to the compensation and benefits which would otherwise be nontaxable to him, calculated in a manner consistent with the provisions of Paragraph 12.

7. TERMINATION BY REASON OF DEATH.

(a) COMPENSATION AND BENEFITS TO SURVIVING SPOUSE. In the event the Executive dies while he is employed under this Agreement and is survived by a spouse, STWA shall pay or provide the compensation and benefits set forth below:

(1) The surviving spouse shall be paid an amount equal to the greater of (i) the Executive's highest base compensation received during one of the two calendar years immediately preceding the calendar year in which the Date of Termination occurs, or (ii) his base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason) for a period of one year, beginning with such Date

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of Termination. The frequency and manner of payment of such amounts shall be in accordance with STWA's executive payroll practices from time to time in effect.

(2) The surviving spouse shall be paid an amount equal to the highest payment made to Executive under each incentive bonus plan of STWA with respect to one of the two years immediately preceding the year in which the Date of Termination occurs. Such amount shall be paid in cash to her within 30 days after the Date of Termination.

(3) The surviving spouse shall be paid an amount equal to the sum of the highest annual contribution made on the Executive's behalf (other than his own salary reduction contributions) to each tax-qualified and non-qualified Defined Contribution Plan of STWA with respect to the year in which the Date of Termination occurs or one of the two years immediately preceding such year. Such amount shall be paid in cash to her within 30 days after the Date of Termination or within 30 days after such amount can first be determined, whichever is later.

(4) Subject to the following sentence, the surviving spouse shall be paid benefits determined by reference to the excess of (i) the aggregate retirement benefits the Executive would have accrued under the terms of each tax-qualified and non-qualified Defined Benefit Plan as in effect immediately prior to the Date of Termination, had he (A) continued to be employed for a period of one year following the Date of Termination, and (B) received (on a pro rated basis, as appropriate) the greater of (I) the highest compensation taken into account under each such plan with respect to one of the two years immediately preceding the year in which the Date of Termination occurs, or (II) his annualized base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason), over (ii) the retirement benefits actually determined under such plans. The frequency,

manner, and extent of payment of such benefits shall be consistent with the terms of the plans to which they relate and any elections made thereunder.

(5) The surviving spouse and her eligible dependents shall be entitled to continue to participate at the same aggregate benefit levels, for a period of one year following the Date of Termination and at no out-of-pocket or tax cost to her, in the Welfare Benefit Plans in which the Executive was a participant immediately prior to the Date of Termination, to the extent permitted under the terms of such plans and applicable law; provided, however, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that STWA shall not thereafter be required to provide, at its cost, the other welfare benefits covered by such plans to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming the Executive was employed until age 65 or the normal retirement date, if any, specified in such document). To the extent STWA is unable to provide for continued participation in a Welfare Benefit Plan as required, it shall provide an equivalent benefit directly at no out-of-pocket or tax

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cost to her. For purposes of the preceding two sentences, STWA shall be deemed to have provided a benefit at no tax cost to her if it pays an additional amount to her or on her behalf, with respect to those benefits which would otherwise be nontaxable to her, calculated in a manner consistent with the provisions of Paragraph 12.

(b) COMPENSATION AND BENEFITS TO ESTATE, ETC. In the event the Executive dies while he is employed under this Agreement and is not survived by a spouse, (i) STWA shall make the payments described in Subparagraphs (a)(1) through (a)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Subparagraph (a)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide benefits under Subparagraph (a)(5) shall terminate.

8. TERMINATION BY STWA FOR CAUSE.

(a) IN GENERAL. In the event STWA intends to terminate the Executive's employment for Cause, it shall deliver a Notice of Termination to him which specifies a Date of Termination not less than 30 days following the date of such notice, unless a shorter period of notice is required by the principal regulator of STWA or any affiliate of STWA.

(b) COMPENSATION. Within 30 days after the Executive's termination under Subparagraph (a), STWA shall pay him, in one lump sum, his accrued but unpaid base compensation and vacation compensation earned through the Date of Termination.

9. TERMINATION BY THE EXECUTIVE WITHOUT GOOD REASON.

(a) IN GENERAL. In the event the Executive intends to terminate his employment without Good Reason, he shall deliver a Notice of Termination to STWA which specifies a Date of Termination not less than (i) 90 days following the date of such notice, if a Change in Control shall not have occurred, or (ii) 30 days following the date of such notice, if a Change in Control shall have occurred.

(b) COMPENSATION. Within 30 days after the Executive's termination under Subparagraph (a), STWA shall pay him, in one lump sum, his accrued but unpaid base compensation and vacation compensation earned through the Date of Termination.

10. TERMINATION BY STWA WITHOUT DISABILITY OR CAUSE.

(a) IN GENERAL. In the event STWA intends to terminate the Executive's employment for any reason other than Disability or Cause, it shall deliver a Notice of Termination to him which specifies a Date of Termination not less than 90 days following the date of such notice.

(b) COMPENSATION AND BENEFITS DURING REMAINING TERM OF AGREEMENT. In the event of the termination of the Executive's employment under Subparagraph (a), STWA shall pay or provide the compensation and benefits described in Paragraph 6(b), except that all such compensation and benefits shall be for the remaining term of this Agreement determined in accordance with Section 3 hereof, unless a change in control has occurred prior to such termination of employment, in which case all such compensation and benefits shall be for a term of three (3) years from the Date of Termination and the term of this Agreement shall continue until all such compensation and benefits are paid to Executive in full.

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(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. In the event the Executive suffers a Disability during the remaining term of this Agreement following the Date of Termination, STWA's obligation to pay or fund any disability insurance premiums on his behalf shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts described in Paragraph 6(b) and otherwise payable under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b), STWA shall not be required to provide, at its cost, the welfare benefits covered by Paragraph 6(b)(5) after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination without Disability or Cause by STWA and he is survived by a spouse, the compensation and benefits required to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued

benefits described in Paragraph 6(b) (4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Paragraph 6(b) (5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination without Disability or Cause and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Paragraphs 6(b) (1) through 6(b) (3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Paragraph 6(b) (4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide the continued benefits described in Paragraph 6(b) (5) shall terminate.

11. TERMINATION BY THE EXECUTIVE FOR GOOD REASON.

(a) IN GENERAL. In the event the Executive intends to terminate his employment for Good Reason, he shall deliver a Notice of Termination to STWA which specifies a Date of Termination not less than 30 days following the date of such notice.

(b) COMPENSATION AND BENEFITS DURING REMAINING TERM OF AGREEMENT. In the event of the termination of the Executive's employment under Subparagraph (a), STWA shall

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pay or provide the compensation and benefits described in Paragraph 6(b), except that all such compensation and benefits shall be for a term of three (3) years from the Date of Termination and the term of this Agreement shall continue until all such compensation and benefits are paid to Executive in full.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. In the event the Executive suffers a Disability during the remaining term of this Agreement following the Date of Termination, STWA's obligation to pay or fund any disability insurance premiums on his behalf shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts described in Paragraph 6(b) and otherwise payable under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b), STWA shall not be required to provide, at its cost, the welfare benefits covered by Paragraph 6(b) (5) after the later

of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination for Good Reason and he is survived by a spouse, the compensation and benefits required to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Paragraph 6(b)(5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination for Good Reason and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Paragraphs 6(b)(1) through 6(b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide the continued benefits described in Paragraph 6(b)(5) shall terminate.

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12. PROVISIONS RELATING TO EXCISE TAXES.

(a) IN GENERAL. In the event the Executive becomes liable, for any taxable year, for the payment of an Excise Tax (because of a change in control) with respect to the compensation and benefits payable by STWA under this Agreement or otherwise, STWA shall make one or more Gross-Up Payments to the Executive or on his behalf. The amount of any Gross-Up Payment shall be calculated by a certified public accountant or other tax professional designated jointly by the Executive and STWA. The provisions of this paragraph shall apply with respect to the Executive's surviving spouse or estate, where relevant.

(b) METHODOLOGY FOR CALCULATION OF GROSS-UP PAYMENT. For purposes of determining the amount of any Gross-Up Payment, the Executive shall be deemed to pay income taxes at the highest federal, state, and local marginal rates

of tax for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income tax which could be obtained from the deduction of state and local income taxes. In the event that the Excise Tax is subsequently determined to be less than the amount taken into account at the time the Gross-Up Payment was made, the Executive shall repay to STWA, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to the reduction (plus a portion of the Gross-Up Payment attributable to the Excise Tax and the federal, state, and local income taxes imposed on the portion of the Gross-Up Payment being repaid by the Executive to the extent such repayment results in a reduction in Excise Tax or federal, state, or local income tax), plus interest on the amount of such repayment. Such interest shall be calculated by using the rate in effect under Section 1274(d)(1) of the IRC, on the date the Gross-Up Payment was made, for debt instruments with a term equal to the period of time which has elapsed from the date the Gross-Up Payment was made to the date of repayment. In the event that the Excise Tax is subsequently determined to exceed the amount taken into account at the time the Gross-Up Payment was made (including by reason of any payment the existence or amount of which could not be determined at the time of the Gross-Up Payment), STWA shall make an additional Gross-Up Payment with respect to the excess at the time the amount thereof is finally determined, plus interest calculated in a manner similar to that described in the preceding sentence.

(c) TIME OF PAYMENT. Any Gross-Up Payment provided for herein shall be paid not later than the 30th day following the payment of any compensation or the provision of any benefit which causes such payment to be made; provided, however, that if the amount of such payment cannot be finally determined on or before such day, STWA shall pay on such day an estimate of the minimum amount of such payment and shall pay the remainder of such payment (together with interest calculated in a manner similar to that described in Subparagraph (b)) as soon as the amount thereof can be determined. In the event that the amount of an estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by STWA to the Executive, payable on the 30th day after demand by STWA (together with interest calculated in a manner similar to that described in Subparagraph (b)).

(d) OTHER ARRANGEMENTS. Notwithstanding the provisions of this paragraph to the contrary, the actual amounts payable hereunder as Gross-Up Payments shall be coordinated with any similar amounts paid to the Executive under any other contract, plan, or arrangement.

13. FEES AND EXPENSES OF THE EXECUTIVE.

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After a Change in Control and except as provided in the following sentence, STWA shall pay, within 30 days following demand by the Executive, all legal, accounting, actuarial, and related fees and expenses incurred by him in connection with the enforcement of this Agreement. An arbitration panel or a court of competent jurisdiction shall be empowered to deny payment to the Executive of such fees and expenses only if it determines that he instituted a proceeding hereunder, or otherwise acted, in bad faith.

14. REDUCTION FOR COMPENSATION AND BENEFITS RECEIVED UNDER STWA SEVERANCE POLICY, ETC. Notwithstanding anything herein to the contrary, in the event the Executive, his surviving spouse, or any other person becomes entitled to continued compensation and benefits hereunder by reason of the Executive's termination of employment and, in addition, compensation or similar benefits are payable under a severance



policy, program or arrangement maintained by STWA (other than retirement plans), then the compensation or benefits otherwise payable hereunder shall be reduced by the compensation or benefits provided under such severance policy, program or arrangement.

15. MITIGATION. The Executive shall not be required to mitigate the amount of any compensation or benefits which may become payable hereunder by reason of his termination by seeking other employment or otherwise, nor, except as otherwise provided in the following sentence or elsewhere herein, shall the amount of any such compensation or benefits be reduced by any compensation or benefits received by the Executive as the result of his employment by another employer. Notwithstanding anything in this Agreement to the contrary, STWA's obligation to provide any medical and dental benefits hereunder may be suspended, with the written concurrence of the Executive or, if applicable, his surviving spouse during any period of time that such benefits are being provided by reason of his or her employment.

16. FUNDING OF COMPENSATION AND BENEFITS; ACCELERATION OF CERTAIN PAYMENTS.

(a) GRANTOR TRUST. In the event (i) the Executive's employment is terminated without Cause or he terminates his employment for Good Reason, and (ii) and a Change in Control has occurred as of the Date of Termination or occurs thereafter, the Executive shall have the right to require STWA to establish a grantor trust (taxable to STWA) and fund such trust, on an actuarially sound basis, to provide the compensation and benefits to which he is entitled hereunder, other than those which may be paid pursuant to the provisions of Subparagraph (c). The specific terms of such trust shall be as agreed to by the parties in good faith; provided, however, that the trustee shall be a financial institution independent of STWA; and provided further, that in no event shall STWA be entitled to withdraw funds from the trust for its benefit, or otherwise voluntarily assign or alienate such funds, until such time as all compensation and benefits required hereunder are paid and provided. The determination of the extent of required funding, including any supplemental funding in the event of adverse investment performance of trust assets, shall be made by an actuary or a certified public accountant retained by each party. To the extent such professionals cannot agree on the proper level of funding, they shall select a third such professional whose determination shall be binding upon the parties. Notwithstanding the foregoing, STWA shall remain liable for all compensation and benefits required to be paid or provided hereunder.

(b) ALTERNATE SECURITY. In lieu of the right given to the Executive under Subparagraph (a), he shall have the right under such circumstances to require that STWA provide (i) an irrevocable standby letter of credit issued by a financial institution other than STWA or any Subsidiary of STWA with a senior debt credit rating of "A" or better by Moody's

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Investors Service or Standard & Poor's Corporation, or (ii) other security reasonably acceptable to him, to secure the payment of such compensation and benefits.

(c) ACCELERATED PAYMENT OF PRESENT VALUE OF CERTAIN COMPENSATION. In the event (i) the Executive's employment is terminated without Cause or he terminates his employment for Good Reason, and (ii) a Change in Control has occurred as of the Date of Termination or occurs thereafter, the Executive shall have the continuing right to demand that the present value of the remaining payments described in

Paragraphs 6(b)(1) through (3), and payable by reason of the provisions of Paragraph 10 or 11 (as the case may be), be paid to him in one lump sum within 30 days after the date written demand is given. For purposes of calculating the present value of such payments, a discount factor shall be applied to each such payment which is equal to the relevant applicable federal rate in effect on the date written demand is given by him, determined by reference to the period of time between the date of such notice and the scheduled time such payment would otherwise be made. In the event any payment described in Paragraphs 6(b)(1) through (3) is not yet determinable on the date written demand is made, the other payments shall nonetheless be made as provided above; and the undetermined payment shall be made within 30 days after it becomes determinable, calculated as provided in the preceding sentence but by treating the date on which the payment becomes determinable as the date of written notice. Nothing in this subparagraph shall be construed as affecting the Executive's right to one or more Gross-Up Payments in accordance with the provisions of Paragraph 12; and a Gross-Up Payment (if applicable) will be calculated and made with any payment made under this subparagraph, as well as any other Gross-Up Payments that may be required hereunder at a subsequent date.

17. WITHHOLDING TAXES. All compensation and benefits provided for herein shall, to the extent required by law, be subject to federal, state, and local tax withholding.

18. CONFIDENTIAL INFORMATION. The Executive agrees that subsequent to his employment with STWA, he will not, at any time, communicate or disclose to any unauthorized person, without the written consent of the STWA, any proprietary or other confidential information concerning STWA or any Subsidiary of STWA; provided, however, that the obligations under this paragraph shall not apply to the extent that such matters (i) are disclosed in circumstances where the Executive is legally obligated to do so, or (ii) become generally known to and available for use by the public otherwise than by his wrongful act or omission; and provided further, that he may disclose any knowledge of insurance, financial, legal and economic principles, concepts and ideas which are not solely and exclusively derived from the business plans and activities of STWA.

19. COVENANTS NOT TO COMPETE OR TO SOLICIT.

(a) NONCOMPETITION. During the period in which he is employed by STWA and, if the Executive's employment terminates under Paragraphs 6, for a period of 12 months after the Date of Termination (the "Noncompetition Period"), the Executive shall not, without the written consent in writing of the Board of Directors of STWA, become an executive officer, partner, consultant, director, or a four and nine-tenths percent or greater shareholder or equity owner of any entity engaged in the banking, lending, asset management, mutual fund, financial planning or investment security business within the California counties of Camden, Burlington, or any other California county in which STWA has a branch or loan production office. If at the time of the enforcement of this paragraph a court holds that the duration, scope, or area restrictions stated herein are unreasonable under the circumstances then existing and, thus, unenforceable,

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STWA and the Executive agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area.

(b) NONSOLICITATION. During his employment and the Noncompetition Period, the Executive shall not, whether on his own behalf or on behalf of any other individual or business entity, solicit, endeavor to entice away from STWA, a

Subsidiary or any affiliated company, or otherwise interfere with the relationship of STWA, a Subsidiary or any affiliated company with any person who is, or was within the then most recent 12 month period, an employee or associate thereof; provided, however, that this subparagraph shall not apply following the occurrence of a Change in Control.

(c) EXTENSION OF NONCOMPETITION PERIOD. The Non-Competition Period shall be automatically extended by the length of time (if any) in which the Executive is in violation of any of the terms of this Section 19.

20. ARBITRATION. To the extent permitted by applicable law, any controversy or dispute arising out of or relating to this Agreement, or any alleged breach hereof, shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules of the American Arbitration Association then in existence (to the extent such rules are not inconsistent with the provisions of this Agreement), it being understood and agreed that the arbitration panel shall consist of three individuals acceptable to the parties hereto. In the event that the parties cannot agree on three arbitrators within 20 days following receipt by one party of a demand for arbitration from another party, then the Executive and STWA shall each designate one arbitrator and the two arbitrators selected shall select the third arbitrator. The arbitration panel so selected shall convene a hearing no later than 90 days following the selection of the panel. The arbitration award shall be final and binding upon the parties, and judgment may be entered thereon in the California Superior Court or in any other court of competent jurisdiction.

21. ADDITIONAL EQUITABLE REMEDY. The Executive acknowledges and agrees that STWA's remedy at law for a breach or a threatened breach of the provisions of Paragraphs 18 and 19 would be inadequate; and, in recognition of this fact and notwithstanding the provisions of Paragraph 20, in the event of such a breach or threatened breach by him, it is agreed that STWA shall be entitled to request equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. Nothing in this paragraph shall be construed as prohibiting STWA from pursuing any other remedy available under this Agreement for such a breach or threatened breach.

22. RELATED AGREEMENTS. Except as may otherwise be provided herein, to the extent that any provision of any other agreement between STWA and the Executive shall limit, qualify, duplicate, or be inconsistent with any provision of this Agreement, the provision in this Agreement shall control and such provision of such other agreement shall be deemed to have been superseded, and to be of no force or effect, as if such other agreement had been formally amended to the extent necessary to accomplish such purpose.

23. NO EFFECT ON OTHER RIGHTS. Except as otherwise specifically provided herein, nothing contained in this Agreement shall be construed as adversely affecting any rights the Executive may have under any agreement, plan, policy or arrangement to the extent any such right is not inconsistent with the provisions hereof.

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24. EXCLUSIVE RIGHTS AND REMEDY. Except for any explicit rights and remedies the Executive may have under any other contract, plan or arrangement with STWA, the compensation and benefits payable hereunder and the remedy for enforcement thereof shall constitute his exclusive rights and remedy in the event of his termination of employment.

25. DIRECTOR AND OFFICER LIABILITY INSURANCE;

INDEMNIFICATION. STWA shall provide the Executive (including his heirs, executors, and administrators) with the maximum coverage permitted under its directors' and officers' liability insurance policy, as soon as STWA obtains such a policy, at STWA's expense and shall indemnify him as both a director and as an officer (and his heirs, executors, and administrators) to the fullest extent permitted under Federal and California law against all expenses and liabilities reasonably incurred by him in connection with or arising out of any action, suit, or proceeding in which he may be involved by reason of his having been an officer or director of STWA or any Subsidiary or affiliated company (whether or not he continues to be such an officer or director at the time of incurring such expenses or liabilities). Such expenses and liabilities shall include, but not be limited to, judgments, court costs, and attorneys' fees, and the costs of reasonable settlements.

26. NOTICES. Any notice required or permitted under this Agreement shall be sufficient if it is in writing and shall be deemed given (i) at the time of personal delivery to the addressee, or (ii) at the time sent certified mail, with return receipt requested, addressed as follows:

If to the Executive: Edward L. Masry

If to STWA                      5125 Lankersham Boulevard  
    North Hollywood, CA 91601  
    Attention: Chairman of the Board of  
    Directors

27. NO WAIVER. The failure by any party to this Agreement at any time or times hereafter to require strict performance by any other party of any of the provisions, terms, or conditions contained in this Agreement shall not waive, affect, or diminish any right of the first party at any time or times thereafter to demand strict performance therewith and with any other provision, term, or condition contained in this Agreement. Any actual waiver of a provision, term, or condition contained in this Agreement shall not constitute a waiver of any other provision, term, or condition herein, whether prior or subsequent to such actual waiver and whether of the same or a different type. The failure of STWA to promptly terminate the Executive's employment for Cause or the Executive to promptly terminate his employment for Good Reason shall not be construed as a waiver of the right of termination, and such right may be exercised at any time following the occurrence of the event giving rise to such right.

28. SURVIVAL. Notwithstanding the nominal termination of this Agreement and the Executive's employment hereunder, the provisions hereof which specify continuing obligations, compensation and benefits, and rights (including the otherwise applicable term hereof) shall remain in effect until such time as all such obligations are discharged, all such compensation and benefits are received, and no party or beneficiary has any remaining actual or contingent rights hereunder.

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29. SEVERABILITY. In the event any provision in this Agreement shall be held illegal or invalid for any reason, such illegal or invalid provision shall not affect the remaining provisions hereof, and this Agreement shall be construed, administered and enforced as though such illegal or invalid provision were not contained herein.

30. BINDING EFFECT AND BENEFIT. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of STWA and the executors, personal representatives, surviving spouse, heirs, devisees, and legatees of the Executive.

31. ENTIRE AGREEMENT. This Agreement embodies the entire agreement among the parties with respect to the subject matter hereof, and it supersedes all prior discussions and oral understandings of the parties with respect thereto.

32. NO ASSIGNMENT. This Agreement, and the benefits and obligations hereunder, shall not be assignable by any party hereto except by operation of law.

33. NO ATTACHMENT. Except as otherwise provided by law, no right to receive compensation or benefits under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to set off, execution, attachment, levy, or similar process, and any attempt, voluntary or involuntary, to effect any such action shall be null and void.

34. CAPTIONS. The captions of the several paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only. They constitute no part of this Agreement and are not to be considered in the construction hereof.

35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument which may be sufficiently evidenced by any one counterpart.

36. NUMBER. Wherever any words are used herein in the singular form, they shall be construed as though they were used in the plural form, as the context requires, and vice versa.

37. APPLICABLE LAW. Except to the extent preempted by federal law, the provisions of this Agreement shall be construed, administered, and enforced in accordance with the domestic internal law of the State of California without reference to its laws regarding conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed, as of the date first above written.

\_\_\_\_\_  
Edward L. Masry

SAVE THE WORLD AIR, INC.

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By: \_\_\_\_\_  
Eugene E. Eichler  
President

Attest: \_\_\_\_\_  
Janice Holder, Corporate Secretary

#### GLOSSARY

"BOARD OF DIRECTORS" means the board of directors of the relevant corporation.

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"CAUSE" means (i) a documented repeated and willful failure by the Executive to perform his duties, but only after written demand and only if termination is effected by action taken by a vote of (A) prior to a Change in Control, at least a majority of the directors of STWA then in office, or (B) after a Change in Control, at least 80% of the non-officer directors of STWA then in office, (ii) his final conviction of a felony, (iii) conduct by him which constitutes moral turpitude which

is directly and materially injurious to STWA or any Material Subsidiary, (iv) willful material violation of corporate policy, or (v) the issuance by the regulator of STWA or any Subsidiary or affiliated company of an unappealable order to the effect that he be permanently discharged.

For purposes of this definition, no act or failure to act on the part of the Executive shall be considered "willful" unless done or omitted not in good faith and without reasonable belief that the action or omission was in the best interest of STWA or any of its Subsidiaries or affiliated companies.

"CHANGE IN CONTROL" means the occurrence of any of the following events:

(a) any Person (except (i) STWA or any Subsidiary or prior affiliate of STWA, or (ii) any Employee Benefit Plan (or any trust forming a part thereof) maintained by STWA or any Subsidiary or prior affiliate of STWA) is or becomes the beneficial owner, directly or indirectly, of STWA's securities representing 19.9% or more of the combined voting power of STWA's then outstanding securities, or 50.1% or more of the combined voting power of a Material Subsidiary's then outstanding securities, other than pursuant to a transaction described in Clause (c);

(b) there occurs a sale, exchange, transfer or other disposition of substantially all of the assets of STWA or a Material Subsidiary to another entity, except to an entity controlled directly or indirectly by STWA;

(c) there occurs a merger, consolidation, share exchange, division or other reorganization of or relating to STWA, unless --

(i) the shareholders of STWA immediately before such merger, consolidation, share exchange, division or reorganization own, directly or indirectly, immediately thereafter at least two-thirds of the combined voting power of the outstanding voting securities of the Surviving Company in substantially the same proportion as their ownership of the voting securities immediately before such merger, consolidation, share exchange, division or reorganization; and

(ii) the individuals who, immediately before such merger, consolidation, share exchange, division or reorganization, are members of the Incumbent Board continue to constitute at least two-thirds of the board of directors of the Surviving Company; provided, however, that if the election, or nomination for election by STWA's shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such director shall, for the purposes hereof, be considered a member of the Incumbent Board; and provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened Election Contest or Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; and

(iii) no Person (except (A) STWA or any Subsidiary or prior affiliate of STWA, (B) any Employee Benefit Plan (or any trust forming a part thereof) maintained by STWA or any Subsidiary or prior affiliate of STWA, or (C) the Surviving Company or any Subsidiary or prior affiliate of the Surviving Company) has beneficial ownership of 19.9% or more of the combined voting power of the Surviving Company's outstanding voting securities immediately following such merger, consolidation, share exchange, division or reorganization;

(d) a plan of liquidation or dissolution of

STWA, other than pursuant to bankruptcy or insolvency laws, is adopted; or

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(e) during any period of two consecutive years, individuals who, at the beginning of such period, constituted the Board of Directors of STWA cease for any reason to constitute at least a majority of such Board of Directors, unless the election, or the nomination for election by STWA's shareholders, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; provided, however, that no individual shall be considered a member of the Board of Directors of STWA at the beginning of such period if such individual initially assumed office as a result of either an actual or threatened Election Contest or Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest.

Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred if a Person becomes the beneficial owner, directly or indirectly, of securities representing 19.9% or more of the combined voting power of STWA's then outstanding securities solely as a result of an acquisition by STWA of its voting securities which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person; provided, however, that if a Person becomes a beneficial owner of 19.9% or more of the combined voting power of STWA's then outstanding securities by reason of share repurchases by STWA and thereafter becomes the beneficial owner, directly or indirectly, of any additional voting securities of STWA, then a Change in Control shall be deemed to have occurred with respect to such Person under Clause (a).

Notwithstanding anything contained herein to the contrary, if the Executive's employment is terminated and he reasonably demonstrates that such termination (i) was at the request of a third party who has indicated an intention of taking steps reasonably calculated to effect a Change in Control and who effects a Change in Control, or (ii) otherwise occurred in connection with, or in anticipation of, a Change in Control which actually occurs, then for all purposes hereof, a Change in Control shall be deemed to have occurred on the day immediately prior to the date of such termination of his employment.

"STWA" means Save The World Air, Inc.

"DATE OF TERMINATION" means:

(a) if the Executive's employment is terminated for Disability, 30 days after the Notice of Termination is given (provided that he shall not have returned to the performance of his duties on a full-time basis during such 30-day period);

(b) if the Executive's employment terminates by reason of his death, the date of his death;

(c) if the Executive's employment is terminated by STWA for Cause, the date of termination specified in the Notice of Termination and determined in accordance with Section 8(a);

(d) if the Executive's employment is terminated by him without Good Reason, the date of termination specified in the Notice of Termination and determined in accordance with Section 9(a);

(e) if the Executive's employment is terminated by STWA for any reason other than for Disability or Cause, the

date specified in the Notice of Termination and determined in accordance with Section 10(a); or

(f) if the Executive's employment is terminated by him for Good Reason, the termination date specified in the Notice of Termination and determined in accordance with Section 11(a);

provided, however that the Date of Termination shall mean the actual date of termination in the event the parties mutually agree to a date other than that described above.

"DEFINED BENEFIT PLAN" has the meaning ascribed to such term in Section 3(35) of ERISA.

"DEFINED CONTRIBUTION PLAN" has the meaning ascribed to such term in Section 3(34) of ERISA.

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"DISABILITY" has the meaning ascribed to the term "permanent and total disability" in Section 22(e)(3) of the IRC.

"ELECTION CONTEST" means a solicitation with respect to the election or removal of directors that, if STWA was subject to the provisions of the 1934 Act, would be subject to the provisions of Rule 14a-11 of the 1934 Act.

"EMPLOYEE BENEFIT PLAN" has the meaning ascribed to such term in Section 3(3) of ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and as the same may be amended from time to time.

"EXCISE TAX" means the tax imposed by Section 4999 of the IRC (or any similar tax that may hereafter be imposed by federal, state or local law).

"EXECUTIVE" means NAME OF EXECUTIVE, an individual residing in ADDRESS, California.

"GOOD REASON" means:

(a) prior to a Change in Control--

(i) the Executive's demotion to a lesser position, or any material diminution in his duties or responsibilities;

(ii) a reduction in the Executive's base compensation, other than a reduction which is proportionate to a company-wide reduction in executive pay;

(iii) a failure to increase the Executive's base compensation, consistent with his performance rating, within 24 months since the last increase, other than similar treatment on a company-wide basis for executives or a voluntary deferral by him of an increase; or

(iv) any purported termination of the Executive's employment which is not in accordance with the terms of this Agreement; and

(b) after a Change in Control--

(i) a change in the Executive's status or position, or any material diminution in his duties or responsibilities;



(ii) any increase in the Executive's duties inconsistent with his position;

(iii) any reduction in the Executive's base compensation;

(iv) a failure to increase the Executive's base compensation, consistent with his performance review, within 12 months of the last increase; or a failure to consider Executive for an increase within 12 months of his last performance review;

(v) a failure to continue in effect any Employee Benefit Plan in which the Executive participates, including (whether or not they constitute Employee Benefit Plans) incentive bonus, stock option, or other qualified or nonqualified plans of deferred compensation (A) other than as a result of the normal expiration of such a plan, or (B) unless such plan is merged or consolidated into, or replaced with, a plan with benefits which are of equal or greater value;

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(vi) requiring the Executive to be based anywhere other than the county where his principal office was located immediately prior to the Change in Control;

(vii) refusal to allow the Executive to attend to matters or engage in activities in which he was permitted to engage prior to the Change in Control;

(viii) delivery to the Executive of a Notice of Nonextension;

(ix) failure to secure the affirmation by a Successor, within three business days prior to a Change in Control, of this Agreement and its or STWA's continuing obligations hereunder (or where there is not at least three business days advance notice that a Person may become a Successor, within one business day after having notice that such Person may become or has become a Successor); or

(x) any purported termination of the Executive's employment which is not in accordance with the terms of this Agreement.

Notwithstanding anything herein to the contrary, at the election of the Executive, beginning with the 181st day following a Change in Control and continuing through the first anniversary of such Change in Control, he may terminate his employment for any reason or no reason and such termination will be treated as having occurred for Good Reason.

"GROSS-UP PAYMENT" means an additional payment to be made to or on behalf of the Executive in an amount such that the net amount retained by him, after deduction of any Excise Tax on the Total Payments and any federal, state, and local income tax and Excise Tax on such additional payment, equals the Total Payments.

"INCUMBENT BOARD" means the Board of Directors of STWA as constituted at any relevant time.

"IRC" means the Internal Revenue Code of 1986, as amended and as the same may be amended from time to time.

"MATERIAL SUBSIDIARY" means a Subsidiary whose net worth, determined under generally accepted accounting principles, at the fiscal year end immediately prior to any relevant time is at least 25% of the aggregate net worth of the controlled group of corporations of which STWA is parent.

"1934 ACT" means the Securities Exchange Act of 1934, as amended and as the same may be amended from time to time.

"NOTICE OF NON-EXTENSION" means a written notice delivered to or by the Executive which advises that the Agreement will not be extended as provided in Paragraph 3.

"NOTICE OF TERMINATION" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) gives the required advance notice of termination.

"PERSON" has the same meaning as such term has for purposes of Sections 13(d) and 14(d) of the 1934 Act.

"PROXY CONTEST" means the solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of STWA.

"SUBSIDIARY" means any business entity of which a majority of its voting power or its equity securities or equity interests is owned, directly or indirectly by STWA.

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"SUCCESSOR" means any Person that succeeds to, or has the practical ability to control (either immediately or with the passage of time), STWA's business directly, by merger or consolidation, or indirectly, by purchase of STWA's voting securities or all or substantially all of its assets.

"SURVIVING COMPANY" means the business entity that is a resulting company following a merger, consolidation, share exchange, division or other reorganization of or relating to STWA.

"TOTAL PAYMENTS" means the compensation and benefits that become payable under the Agreement or otherwise (and which may be subject to an Excise Tax) by reason of the Executive's termination of employment, less the federal, state and local income tax (but not any Excise Tax) on such compensation and benefits, in each case determined without regard to any Gross-Up Payments that may also be made.

"WELFARE BENEFIT PLAN" has the meaning ascribed to the term "employee welfare benefit plan" in Section 3(1) of ERISA. For purposes of determining the Executive's or his dependents' right to continued welfare benefits hereunder following his termination of employment, the meaning of such term shall include any retiree health plan maintained by STWA at any time after the relevant Date of Termination, notwithstanding the fact that the Executive is not a participant therein prior to such date.

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## EMPLOYMENT AGREEMENT

AGREEMENT made as of the 1st day of December 2003 by and between SAVE THE WORLD AIR, INC. ("STWA"), a Nevada chartered corporation, and Eugene E. Eichler (the "Executive").

## BACKGROUND

A. STWA desires to employ the Executive and the Executive is willing to serve on the terms and conditions herein provided.

B. In order to effect the foregoing, the parties hereto desire to enter into an employment agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements of the parties contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS AND SPECIAL PROVISIONS. Each capitalized word and term used herein shall have the meaning ascribed to it in the glossary appended hereto, unless the context in which such word or term is used otherwise clearly requires. Such glossary is incorporated herein by reference and made a part hereof.

2. EMPLOYMENT. STWA hereby agrees to employ the Executive, and the Executive hereby agrees to serve STWA, on the terms and conditions set forth herein.

3. TERM OF AGREEMENT. The Executive's employment under this Agreement shall commence on the date hereof and, except as otherwise provided herein, shall continue until December 31, 2007; provided, however, that commencing on December 31, 2007 and each anniversary thereafter, the term of this Agreement shall automatically be extended for one additional year beyond the term otherwise established unless, prior to such date, STWA or the Executive shall have given a Notice of Non-Extension.

4. POSITION AND DUTIES. The Executive shall serve as Chief Operating Officer of STWA and he shall have such responsibilities, duties and authority as may, from time to time, be generally associated with such position and or as specifically detailed in the company's official "Position Description." He shall also serve as a member of STWA's Board of Directors and upon any committees thereof as requested by the Board. In addition, the Executive shall serve in such capacity, with respect to each Subsidiary or affiliated company, as the Board of Directors of each such Subsidiary or affiliated company shall designate from time to time. During the term of this Agreement, he shall devote substantially all of his working time and efforts to the business and affairs of STWA, the Subsidiaries and affiliated companies; provided, however, that nothing herein shall be construed as precluding him from devoting a reasonable amount of time to civic, charitable, trade association and similar activities that do not represent conflicts and are not otherwise in any way detrimental to STWA.

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5. COMPENSATION AND RELATED MATTERS.

BASE COMPENSATION. During the period of the Executive's employment hereunder, STWA shall pay to him annual base compensation as follows:

For the period from December 1, 2003 to December 31, 2004 at an annual rate not less than \$192,000.00;

The Board(s) of Directors of STWA shall periodically review the Executive's employment performance, in accordance with policies generally in effect from time to time, for possible merit or cost-of-living increases in such base compensation. Except for a reduction, should such reduction occur, which is proportionate to a company-wide reduction in executive pay, the annual base compensation paid to the Executive in any period shall not be less than the annual

base compensation paid to him in any prior period. The frequency and manner of payment of such base compensation shall be in accordance with STWA's executive payroll practices from time to time in effect. Nothing herein shall be construed as precluding the Executive from entering into any salary reduction or deferral plan or arrangement during the term of this Agreement; provided, however, that his base compensation shall be determined without regard to any such salary reduction or deferral for purposes of calculating the amount of any compensation and benefits to which he or his surviving spouse may be entitled under Paragraph 6, 7, 10, or 11 following his termination of employment. The amounts set forth in the first sentence of this subparagraph (a) shall be pro rated to the extent such period is less than a year.

(a) INCENTIVE COMPENSATION. During the period of the Executive's employment hereunder, he shall be entitled to participate in all incentive plans, stock option plans, and similar arrangements as may be in effect and maintained by STWA for executive officers on a basis and at award levels consistent and commensurate with his position and duties hereunder.

(b) EMPLOYEE BENEFIT PLANS AND OTHER PLANS OR ARRANGEMENTS. The Executive shall be entitled to participate in all Employee Benefit Plans of STWA that either, are in effect at present or that may be adopted in the future. In addition, he shall be entitled to participate in and enjoy any other plans and arrangements which provide for sick leave, vacation, sabbatical, or personal days, club memberships and dues, education payment or reimbursement, business-related seminars, and similar fringe benefits provided to or for the executive officers of STWA from time to time. Notwithstanding the foregoing, Executive shall be entitled to at least four (4) weeks vacation per calendar year during each year of employment. Such vacation shall be prorated during the year 2003 based on the date of this Agreement.

(c) EXPENSES. During the period of the Executive's employment hereunder, he shall be entitled to receive prompt reimbursement for all reasonable and customary expenses, including transportation expenses, incurred by him in

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performing services hereunder in accordance with the general policies and procedures established by STWA.

(d) AUTOMOBILE. STWA shall provide for an unaccountable monthly automobile allowance of not less than \$900.00. The company may, at its discretion, provide an automobile, mutually acceptable, to the Executive for his exclusive use.

#### 6. TERMINATION BY REASON OF DISABILITY.

(a) IN GENERAL. In the event the Executive becomes unable to perform his duties on a full-time basis by reason of the occurrence of his Disability and, within 30 days after a Notice of Termination is given, he shall not have returned to the full-time performance of such duties, his employment may be terminated by STWA.

(b) COMPENSATION AND BENEFITS. In the event of the termination of the Executive's employment under Subparagraph (a), the term of this Agreement shall continue for one year after the Date of Termination, and STWA shall pay or provide the compensation and benefits set forth below:

(1) The Executive shall be paid an amount per annum equal to the greater of (i) his highest base compensation (including the car allowance provided for in Section 5(e)) received during one of the two calendar years immediately preceding the calendar year in which the Date of Termination occurs, or (ii) his base compensation (including the car allowance provided for in Section 5(e)) in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his

employment for Good Reason), over a period of one year beginning with such Date of Termination. The frequency and manner of payment of such amounts shall be in accordance with STWA's executive payroll practices from time to time in effect.

(2) The Executive shall be paid an amount equal to the higher of the aggregate bonus (es) paid to him with respect to one of the two years immediately preceding the year in which the Date of Termination occurs. Such amount shall be paid to him in cash on the first anniversary date of the Date of Termination.

(3) The Executive shall be paid an amount equal to the highest annual contribution made on his behalf (other than his own salary reduction contributions) to each tax-qualified and non-qualified Defined Contribution Plan of STWA with respect to the year in which the Date of Termination occurs or one of the two years immediately preceding such year. The amount separately determined for each such plan shall be aggregated and shall be paid to him in cash on the first anniversary date of the Date of Termination.

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(4) The Executive shall accrue benefits equal to the excess of (i) the aggregate retirement benefits he would have received under the terms of each tax-qualified and non-qualified Defined Benefit Plan of STWA as in effect immediately prior to the Date of Termination had he (A) continued to be employed for one more year, and (B) received (on a pro rated basis, as appropriate) the greater of (I) the highest compensation taken into account under each such plan with respect to one of the two years immediately preceding the year in which the Date of Termination occurs, or (II) his annualized base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason), over (ii) the retirement benefits he actually receives under such plans. The frequency, manner and extent of payment of such benefits shall be consistent with the terms of the plans to which they relate and any elections made thereunder.

(5) The Executive and his eligible dependents shall be entitled to continue to participate at the same aggregate benefit levels, for one year and at no out-of-pocket or tax cost to him, in the Welfare Benefit Plans in which he was a participant immediately prior to the Date of Termination, to the extent permitted under the terms of such plans and applicable law. To the extent STWA is unable to provide for continued participation in a Welfare Benefit Plan, it shall provide an equivalent benefit directly at no out-of-pocket or tax cost to him. For purposes of the preceding two sentences, STWA shall be deemed to have provided a benefit at no tax cost to him if it pays an additional amount to him or on his behalf, with respect to those benefits which would otherwise be nontaxable to him, calculated in a manner consistent with the provisions of Paragraph 12.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. Notwithstanding the provisions of Subparagraph (b) (5), STWA's obligation to pay or fund any disability insurance premiums on behalf of the Executive shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts otherwise due

under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS.

Notwithstanding the provisions of Subparagraph (b)(5), STWA shall not be required to provide, at its cost, the welfare benefits covered therein after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

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(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination for Disability and he is survived by a spouse, the compensation and benefits remaining to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Subparagraph (b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Subparagraph (b)(5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination for Disability and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Subparagraphs (b)(1) through (b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Subparagraph (b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide continued benefits under Subparagraph (b)(5) shall terminate.

(f) COMPENSATION AND BENEFITS UPON EXPIRATION OF

REMAINING TERM OF AGREEMENT. Upon the expiration of the remaining term of this Agreement following the Executive's termination for Disability, and provided his Disability then continues, he shall be entitled to receive the compensation and benefits provided under the terms of any long-term disability plan of STWA in effect on the Date of Termination or, if greater, at the expiration of such remaining term. If such plan exists, such compensation and benefits shall continue until the earlier of (i) his death, or (ii) the later of (A) his attainment of age 65, or (B) the date specified in the plan document for benefit termination. To the extent STWA is unable to provide such compensation and benefits under its long-term disability plan, if any, it shall provide equivalent compensation and benefits directly at no out-of-pocket or tax cost to him. For purposes of the preceding sentence, STWA shall be deemed to have provided compensation and benefits at no tax cost to him if it pays an additional amount to him or on his behalf, with respect to the compensation and benefits which would otherwise be

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nontaxable to him, calculated in a manner consistent with the provisions of Paragraph 12.

7. TERMINATION BY REASON OF DEATH.

(a) COMPENSATION AND BENEFITS TO SURVIVING SPOUSE. In the event the Executive dies while he is employed under this Agreement and is survived by a spouse, STWA shall pay or provide the compensation and benefits set forth below:

(1) The surviving spouse shall be paid an amount equal to the greater of (i) the Executive's highest base compensation received during one of the two calendar years immediately preceding the calendar year in which the Date of Termination occurs, or (ii) his base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason) for a period of one year, beginning with such Date of Termination. The frequency and manner of payment of such amounts shall be in accordance with STWA's executive payroll practices from time to time in effect.

(2) The surviving spouse shall be paid an amount equal to the highest payment made to Executive under each incentive bonus plan of STWA with respect to one of the two years immediately preceding the year in which the Date of Termination occurs. Such amount shall be paid in cash to her within 30 days after the Date of Termination.

(3) The surviving spouse shall be paid an amount equal to the sum of the highest annual contribution made on the Executive's behalf (other than his own salary reduction contributions) to each tax-qualified and non-qualified Defined Contribution Plan of STWA with respect to the year in which the Date of Termination occurs or one of the two years immediately preceding such year. Such amount shall be paid in cash to her within 30 days after the Date of Termination or within 30 days after such amount can first be determined, whichever is later.

(4) Subject to the following sentence, the surviving spouse shall be paid benefits determined by reference to the excess of (i) the aggregate retirement benefits the Executive would have accrued under the terms of each tax-qualified and non-qualified Defined Benefit Plan as in effect immediately prior to the Date of Termination, had he (A) continued to be employed for a period of one year following the Date of Termination, and (B) received (on a pro rated basis, as appropriate) the greater of (I) the highest compensation taken into account under each such plan with respect to one of the two years immediately preceding the year in which

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the Date of Termination occurs, or (II) his annualized base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason), over (ii) the retirement benefits actually determined under such plans. The frequency, manner, and extent of payment of such benefits shall be consistent with the terms of the plans to which they relate and any elections made thereunder.

(5) The surviving spouse and her eligible

dependents shall be entitled to continue to participate at the same aggregate benefit levels, for a period of one year following the Date of Termination and at no out-of-pocket or tax cost to her, in the Welfare Benefit Plans in which the Executive was a participant immediately prior to the Date of Termination, to the extent permitted under the terms of such plans and applicable law; provided, however, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that STWA shall not thereafter be required to provide, at its cost, the other welfare benefits covered by such plans to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming the Executive was employed until age 65 or the normal retirement date, if any, specified in such document). To the extent STWA is unable to provide for continued participation in a Welfare Benefit Plan as required, it shall provide an equivalent benefit directly at no out-of-pocket or tax cost to her. For purposes of the preceding two sentences, STWA shall be deemed to have provided a benefit at no tax cost to her if it pays an additional amount to her or on her behalf, with respect to those benefits which would otherwise be nontaxable to her, calculated in a manner consistent with the provisions of Paragraph 12.

(b) COMPENSATION AND BENEFITS TO ESTATE, ETC. In the event the Executive dies while he is employed under this Agreement and is not survived by a spouse, (i) STWA shall make the payments described in Subparagraphs (a)(1) through (a)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Subparagraph (a)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide benefits under Subparagraph (a)(5) shall terminate.

8. TERMINATION BY STWA FOR CAUSE.

(a) IN GENERAL. In the event STWA intends to terminate the Executive's employment for Cause, it shall deliver a Notice of Termination to him which specifies a Date of Termination not less than 30 days following the

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date of such notice, unless a shorter period of notice is required by the principal regulator of STWA or any affiliate of STWA.

(b) COMPENSATION. Within 30 days after the Executive's termination under Subparagraph (a), STWA shall pay him, in one lump sum, his accrued but unpaid base compensation and vacation compensation earned through the Date of Termination.

9. TERMINATION BY THE EXECUTIVE WITHOUT GOOD REASON.

(a) IN GENERAL. In the event the Executive intends to terminate his employment without Good Reason, he shall deliver a Notice of Termination to STWA which specifies a Date of Termination not less than (i) 90 days following the date of such notice, if a Change in Control shall not have occurred, or (ii) 30 days following the date of such notice, if a Change in Control shall have occurred.

(b) COMPENSATION. Within 30 days after the Executive's termination under Subparagraph (a), STWA shall pay him, in one lump sum, his accrued but unpaid base compensation and vacation compensation earned through the Date of Termination.



10. TERMINATION BY STWA WITHOUT DISABILITY OR CAUSE.

(a) IN GENERAL. In the event STWA intends to terminate the Executive's employment for any reason other than Disability or Cause, it shall deliver a Notice of Termination to him which specifies a Date of Termination not less than 90 days following the date of such notice.

(b) COMPENSATION AND BENEFITS DURING REMAINING TERM OF AGREEMENT. In the event of the termination of the Executive's employment under Subparagraph (a), STWA shall pay or provide the compensation and benefits described in Paragraph 6(b), except that all such compensation and benefits shall be for the remaining term of this Agreement determined in accordance with Section 3 hereof, unless a change in control has occurred prior to such termination of employment, in which case all such compensation and benefits shall be for a term of three (3) years from the Date of Termination and the term of this Agreement shall continue until all such compensation and benefits are paid to Executive in full.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. In the event the Executive suffers a Disability during the remaining term of this Agreement following the Date of Termination, STWA's obligation to pay or fund any disability insurance premiums on his behalf shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts described in Paragraph 6(b) and otherwise payable under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

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(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b), STWA shall not be required to provide, at its cost, the welfare benefits covered by Paragraph 6(b) (5) after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination without Disability or Cause by STWA and he is survived by a spouse, the compensation and benefits required to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Paragraph 6(b) (4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Paragraph 6(b) (5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination without Disability or Cause and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Paragraphs

6(b)(1) through 6(b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide the continued benefits described in Paragraph 6(b)(5) shall terminate.

11. TERMINATION BY THE EXECUTIVE FOR GOOD REASON.

(a) IN GENERAL. In the event the Executive intends to terminate his employment for Good Reason, he shall deliver a Notice of Termination to STWA which specifies a Date of Termination not less than 30 days following the date of such notice.

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(b) COMPENSATION AND BENEFITS DURING REMAINING TERM OF AGREEMENT. In the event of the termination of the Executive's employment under Subparagraph (a), STWA shall pay or provide the compensation and benefits described in Paragraph 6(b), except that all such compensation and benefits shall be for a term of three (3) years from the Date of Termination and the term of this Agreement shall continue until all such compensation and benefits are paid to Executive in full.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. In the event the Executive suffers a Disability during the remaining term of this Agreement following the Date of Termination, STWA's obligation to pay or fund any disability insurance premiums on his behalf shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts described in Paragraph 6(b) and otherwise payable under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b), STWA shall not be required to provide, at its cost, the welfare benefits covered by Paragraph 6(b)(5) after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination for Good Reason and he is survived by a spouse, the compensation and benefits required to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Paragraph 6(b)(5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination for Good Reason and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Paragraphs 6(b)(1) through 6(b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide the continued benefits described in Paragraph 6(b)(5) shall terminate.

12. PROVISIONS RELATING TO EXCISE TAXES.

(a) IN GENERAL. In the event the Executive becomes liable, for any taxable year, for the payment of an Excise Tax (because of a change in control) with respect to the compensation and benefits payable by STWA under this Agreement or otherwise, STWA shall make one or more Gross-Up Payments to the Executive or on his behalf. The amount of any Gross-Up Payment shall be calculated by a certified public accountant or other tax professional designated jointly by the Executive and STWA. The provisions of this paragraph shall apply with respect to the Executive's surviving spouse or estate, where relevant.

(b) METHODOLOGY FOR CALCULATION OF GROSS-UP PAYMENT. For purposes of determining the amount of any Gross-Up Payment, the Executive shall be deemed to pay income taxes at the highest federal, state, and local marginal rates of tax for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income tax which could be obtained from the deduction of state and local income taxes. In the event that the Excise Tax is subsequently determined to be less than the amount taken into account at the time the Gross-Up Payment was made, the Executive shall repay to STWA, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to the reduction (plus a portion of the Gross-Up Payment attributable to the Excise Tax and the federal, state, and local income taxes imposed on the portion of the Gross-Up Payment being repaid by the Executive to the extent such repayment results in a reduction in Excise Tax or federal, state, or local income tax), plus interest on the amount of such repayment. Such interest shall be calculated by using the rate in effect under Section 1274(d)(1) of the IRC, on the date the Gross-Up Payment was made, for debt instruments with a term equal to the period of time which has elapsed from the date the Gross-Up Payment was made to the date of repayment. In the event that the Excise Tax is subsequently determined to exceed the amount taken into account at the time the Gross-Up Payment was made (including by reason of any payment the existence or amount of which could not be determined at the time of the Gross-Up Payment), STWA shall make an additional Gross-Up Payment with respect to the excess at the time the amount thereof is finally determined, plus interest calculated in a manner similar to that described in the preceding sentence.

(c) TIME OF PAYMENT. Any Gross-Up Payment provided for herein shall be paid not later than the 30th day following the payment of any compensation or the provision of any benefit which causes such payment to be made; provided, however, that if the amount of such payment cannot be finally determined on or before such day, STWA shall pay on such day an estimate of the minimum amount of such payment and shall pay the remainder of such payment (together with interest calculated in a manner similar to that described in Subparagraph (b)) as soon as the amount thereof can be determined. In the event that the amount of an estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by STWA to the Executive, payable on the 30th day after demand by STWA (together with interest calculated in a manner similar to that

described in Subparagraph (b)).

(d) OTHER ARRANGEMENTS. Notwithstanding the provisions of this paragraph to the contrary, the actual amounts payable hereunder as Gross-Up Payments shall be coordinated with any similar amounts paid to the Executive under any other contract, plan, or arrangement.

13. FEES AND EXPENSES OF THE EXECUTIVE.

After a Change in Control and except as provided in the following sentence, STWA shall pay, within 30 days following demand by the Executive, all legal, accounting, actuarial, and related fees and expenses incurred by him in connection with the enforcement of this Agreement. An arbitration panel or a court of competent jurisdiction shall be empowered to deny payment to the Executive of such fees and expenses only if it determines that he instituted a proceeding hereunder, or otherwise acted, in bad faith.

14. REDUCTION FOR COMPENSATION AND BENEFITS RECEIVED UNDER STWA SEVERANCE POLICY, ETC. Notwithstanding anything herein to the contrary, in the event the Executive, his surviving spouse, or any other person becomes entitled to continued compensation and benefits hereunder by reason of the Executive's termination of employment and, in addition, compensation or similar benefits are payable under a severance policy, program or arrangement maintained by STWA (other than retirement plans), then the compensation or benefits otherwise payable hereunder shall be reduced by the compensation or benefits provided under such severance policy, program or arrangement.

15. MITIGATION. The Executive shall not be required to mitigate the amount of any compensation or benefits which may become payable hereunder by reason of his termination by seeking other employment or otherwise, nor, except as otherwise provided in the following sentence or elsewhere herein, shall the amount of any such compensation or benefits be reduced by any compensation or benefits received by the Executive as the result of his employment by another employer. Notwithstanding anything in this Agreement to the contrary, STWA's obligation to provide any medical and dental benefits hereunder may be suspended, with the written concurrence of the Executive or, if applicable, his

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surviving spouse during any period of time that such benefits are being provided by reason of his or her employment.

16. FUNDING OF COMPENSATION AND BENEFITS; ACCELERATION OF CERTAIN PAYMENTS.

(a) GRANTOR TRUST. In the event (i) the Executive's employment is terminated without Cause or he terminates his employment for Good Reason, and (ii) a Change in Control has occurred as of the Date of Termination or occurs thereafter, the Executive shall have the right to require STWA to establish a grantor trust (taxable to STWA) and fund such trust, on an actuarially sound basis, to provide the compensation and benefits to which he is entitled hereunder, other than those which may be paid pursuant to the provisions of Subparagraph (c). The specific terms of such trust shall be as agreed to by the parties in good faith; provided, however, that the trustee shall be a financial institution independent of STWA; and provided further, that in no event shall STWA be entitled to withdraw funds from the trust for its benefit, or otherwise voluntarily assign or alienate such funds, until such time as all compensation and benefits required hereunder are paid and provided. The determination of the extent of required funding, including any supplemental funding in the event of adverse investment performance of trust assets, shall be made by an actuary or a certified public accountant retained by each party. To the extent such professionals cannot agree on the proper level of funding, they shall select a third such professional whose determination shall be binding upon the parties. Notwithstanding the foregoing, STWA shall remain liable for all compensation and benefits required to be paid or provided hereunder.

(b) ALTERNATE SECURITY. In lieu of the right given to the Executive under Subparagraph (a), he shall have the right under such circumstances to require that STWA provide (i) an irrevocable standby letter of credit issued by a financial institution other than STWA or any Subsidiary of STWA with a senior debt credit rating of "A" or better by Moody's Investors Service or Standard & Poor's Corporation, or (ii) other security reasonably acceptable to him, to secure the payment of such compensation and benefits.

(c) ACCELERATED PAYMENT OF PRESENT VALUE OF CERTAIN COMPENSATION. In the event (i) the Executive's employment is terminated without Cause or he terminates his employment for Good Reason, and (ii) a Change in Control has occurred as of the Date of Termination or occurs thereafter, the Executive shall have the continuing right to demand that the present value of the remaining payments described in Paragraphs 6(b)(1) through (3), and payable by reason of the provisions of Paragraph 10 or 11 (as the case may be), be paid to him in one lump sum within 30 days after the date written demand is given. For purposes of calculating the present value of such payments, a discount factor shall be applied to each such payment which is equal to the relevant applicable federal rate in effect on the date written demand is given by him, determined by reference to the period of time between the date of such notice and the scheduled time such payment would otherwise be made. In the

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event any payment described in Paragraphs 6(b)(1) through (3) is not yet determinable on the date written demand is made, the other payments shall nonetheless be made as provided above; and the undetermined payment shall be made within 30 days after it becomes determinable, calculated as provided in the preceding sentence but by treating the date on which the payment becomes determinable as the date of written notice. Nothing in this subparagraph shall be construed as affecting the Executive's right to one or more Gross-Up Payments in accordance with the provisions of Paragraph 12; and a Gross-Up Payment (if applicable) will be calculated and made with any payment made under this subparagraph, as well as any other Gross-Up Payments that may be required hereunder at a subsequent date.

17. WITHHOLDING TAXES. All compensation and benefits provided for herein shall, to the extent required by law, be subject to federal, state, and local tax withholding.

18. CONFIDENTIAL INFORMATION. The Executive agrees that subsequent to his employment with STWA, he will not, at any time, communicate or disclose to any unauthorized person, without the written consent of the STWA, any proprietary or other confidential information concerning STWA or any Subsidiary of STWA; provided, however, that the obligations under this paragraph shall not apply to the extent that such matters (i) are disclosed in circumstances where the Executive is legally obligated to do so, or (ii) become generally known to and available for use by the public otherwise than by his wrongful act or omission; and provided further, that he may disclose any knowledge of insurance, financial, legal and economic principles, concepts and ideas which are not solely and exclusively derived from the business plans and activities of STWA.

19. COVENANTS NOT TO COMPETE OR TO SOLICIT.

(a) NONCOMPETITION. During the period in which he is employed by STWA and, if the Executive's employment terminates under Paragraphs 6, for a period of 12 months after the Date of Termination (the "Noncompetition Period"), the Executive shall not, without the written consent in writing of the Board of Directors of STWA, become an executive officer, partner, consultant, director, or a four and nine-tenths percent or greater shareholder or equity owner of any entity engaged in the banking, lending, asset management, mutual fund, financial planning or investment security business within the California counties of Camden, Burlington, or any other California county in which STWA has a branch or loan production office. If at the time of the enforcement of this paragraph a court holds that the duration, scope, or area restrictions stated herein are unreasonable

under the circumstances then existing and, thus, unenforceable, STWA and the Executive agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area.

(b) NONSOLICITATION. During his employment and the Noncompetition Period, the Executive shall not, whether on his own behalf or on behalf of any

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other individual or business entity, solicit, endeavor to entice away from STWA, a Subsidiary or any affiliated company, or otherwise interfere with the relationship of STWA, a Subsidiary or any affiliated company with any person who is, or was within the then most recent 12 month period, an employee or associate thereof; provided, however, that this subparagraph shall not apply following the occurrence of a Change in Control.

(c) EXTENSION OF NONCOMPETITION PERIOD. The Non-Competition Period shall be automatically extended by the length of time (if any) in which the Executive is in violation of any of the terms of this Section 19.

20. ARBITRATION. To the extent permitted by applicable law, any controversy or dispute arising out of or relating to this Agreement, or any alleged breach hereof, shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules of the American Arbitration Association then in existence (to the extent such rules are not inconsistent with the provisions of this Agreement), it being understood and agreed that the arbitration panel shall consist of three individuals acceptable to the parties hereto. In the event that the parties cannot agree on three arbitrators within 20 days following receipt by one party of a demand for arbitration from another party, then the Executive and STWA shall each designate one arbitrator and the two arbitrators selected shall select the third arbitrator. The arbitration panel so selected shall convene a hearing no later than 90 days following the selection of the panel. The arbitration award shall be final and binding upon the parties, and judgment may be entered thereon in the California Superior Court or in any other court of competent jurisdiction.

21. ADDITIONAL EQUITABLE REMEDY. The Executive acknowledges and agrees that STWA's remedy at law for a breach or a threatened breach of the provisions of Paragraphs 18 and 19 would be inadequate; and, in recognition of this fact and notwithstanding the provisions of Paragraph 20, in the event of such a breach or threatened breach by him, it is agreed that STWA shall be entitled to request equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. Nothing in this paragraph shall be construed as prohibiting STWA from pursuing any other remedy available under this Agreement for such a breach or threatened breach.

22. RELATED AGREEMENTS. Except as may otherwise be provided herein, to the extent that any provision of any other agreement between STWA and the Executive shall limit, qualify, duplicate, or be inconsistent with any provision of this Agreement, the provision in this Agreement shall control and such provision of such other agreement shall be deemed to have been superseded, and to be of no force or effect, as if such other agreement had been formally amended to the extent necessary to accomplish such purpose.

23. NO EFFECT ON OTHER RIGHTS. Except as otherwise specifically provided herein, nothing contained in this Agreement shall be construed as adversely affecting any rights the Executive may have under any agreement, plan, policy or

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arrangement to the extent any such right is not inconsistent with the provisions hereof.

24. EXCLUSIVE RIGHTS AND REMEDY. Except for any explicit rights and remedies the Executive may have under any other contract, plan or arrangement with STWA, the compensation and benefits payable hereunder and the remedy for enforcement thereof shall constitute his exclusive rights and remedy in the event of his termination of employment.

25. DIRECTOR AND OFFICER LIABILITY INSURANCE; INDEMNIFICATION. STWA shall provide the Executive (including his heirs, executors, and administrators) with the maximum coverage permitted under its directors' and officers' liability insurance policy, as soon as STWA obtains such a policy, at STWA's expense and shall indemnify him as both a director and as an officer (and his heirs, executors, and administrators) to the fullest extent permitted under Federal and California law against all expenses and liabilities reasonably incurred by him in connection with or arising out of any action, suit, or proceeding in which he may be involved by reason of his having been an officer or director of STWA or any Subsidiary or affiliated company (whether or not he continues to be such an officer or director at the time of incurring such expenses or liabilities). Such expenses and liabilities shall include, but not be limited to, judgments, court costs, and attorneys' fees, and the costs of reasonable settlements.

26. NOTICES. Any notice required or permitted under this Agreement shall be sufficient if it is in writing and shall be deemed given (i) at the time of personal delivery to the addressee, or (ii) at the time sent certified mail, with return receipt requested, addressed as follows:

If to the Executive: Eugene E. Eichler  
4400 Carpenter Avenue  
North Hollywood, CA 91607

If to STWA 5125 Lankersham Boulevard  
North Hollywood, CA 91601

Attention: Chairman of the  
Board of Directors

The name or address of any addressee may be changed at any time and from time to time by notice similarly given.

27. NO WAIVER. The failure by any party to this Agreement at any time or times hereafter to require strict performance by any other party of any of the provisions, terms, or conditions contained in this Agreement shall not waive, affect, or diminish any right of the first party at any time or times thereafter to demand strict performance therewith and with any other provision, term, or

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condition contained in this Agreement. Any actual waiver of a provision, term, or condition contained in this Agreement shall not constitute a waiver of any other provision, term, or condition herein, whether prior or subsequent to such actual waiver and whether of the same or a different type. The failure of STWA to promptly terminate the Executive's employment for Cause or the Executive to promptly terminate his employment for Good Reason shall not be construed as a waiver of the right of termination, and such right may be exercised at any time following the occurrence of the event giving rise to such right.

28. SURVIVAL. Notwithstanding the nominal termination of this Agreement and the Executive's employment hereunder, the provisions hereof which specify continuing obligations, compensation and benefits, and rights (including the otherwise applicable term hereof) shall remain in effect until such time as all such obligations are discharged, all such compensation and benefits are received, and no party or beneficiary has any remaining actual or contingent rights hereunder.

29. SEVERABILITY. In the event any provision in this Agreement shall be held illegal or invalid for any reason, such illegal or invalid provision shall not affect the remaining provisions hereof, and this Agreement shall be construed, administered and enforced as though

such illegal or invalid provision were not contained herein.

30. BINDING EFFECT AND BENEFIT. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of STWA and the executors, personal representatives, surviving spouse, heirs, devisees, and legatees of the Executive.

31. ENTIRE AGREEMENT. This Agreement embodies the entire agreement among the parties with respect to the subject matter hereof, and it supersedes all prior discussions and oral understandings of the parties with respect thereto.

32. NO ASSIGNMENT. This Agreement, and the benefits and obligations hereunder, shall not be assignable by any party hereto except by operation of law.

33. NO ATTACHMENT. Except as otherwise provided by law, no right to receive compensation or benefits under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to set off, execution, attachment, levy, or similar process, and any attempt, voluntary or involuntary, to effect any such action shall be null and void.

34. CAPTIONS. The captions of the several paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only. They constitute no part of this Agreement and are not to be considered in the construction hereof.

35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument which may be sufficiently evidenced by any one counterpart.

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36. NUMBER. Wherever any words are used herein in the singular form, they shall be construed as though they were used in the plural form, as the context requires, and vice versa.

37. APPLICABLE LAW. Except to the extent preempted by federal law, the provisions of this Agreement shall be construed, administered, and enforced in accordance with the domestic internal law of the State of California without reference to its laws regarding conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed, as of the date first above written.

\_\_\_\_\_  
Eugene E. Eichler

SAVE THE WORLD AIR, INC.

By: \_\_\_\_\_  
Edward Masry  
Chairman of the Board

Attest: \_\_\_\_\_  
Janice Holder  
Corporate Secretary

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#### GLOSSARY

"BOARD OF DIRECTORS" means the board of directors of the relevant corporation.

"CAUSE" means (i) a documented repeated and willful failure by the Executive to perform his duties, but only after written demand and only if termination is effected by action taken by a vote of (A) prior to a Change in Control, at least a majority of the directors of STWA then in office, or (B) after a Change in Control, at least 80% of the non-officer directors of STWA then in office, (ii) his final conviction



of a felony, (iii) conduct by him which constitutes moral turpitude which is directly and materially injurious to STWA or any Material Subsidiary, (iv) willful material violation of corporate policy, or (v) the issuance by the regulator of STWA or any Subsidiary or affiliated company of an unappealable order to the effect that he be permanently discharged.

For purposes of this definition, no act or failure to act on the part of the Executive shall be considered "willful" unless done or omitted not in good faith and without reasonable belief that the action or omission was in the best interest of STWA or any of its Subsidiaries or affiliated companies.

"CHANGE IN CONTROL" means the occurrence of any of the following events:

(a) any Person (except (i) STWA or any Subsidiary or prior affiliate of STWA, or (ii) any Employee Benefit Plan (or any trust forming a part thereof) maintained by STWA or any Subsidiary or prior affiliate of STWA) is or becomes the beneficial owner, directly or indirectly, of STWA's securities representing 19.9% or more of the combined voting power of STWA's then outstanding securities, or 50.1% or more of the combined voting power of a Material Subsidiary's then outstanding securities, other than pursuant to a transaction described in Clause (c);

(b) there occurs a sale, exchange, transfer or other disposition of substantially all of the assets of STWA or a Material Subsidiary to another entity, except to an entity controlled directly or indirectly by STWA;

(c) there occurs a merger, consolidation, share exchange, division or other reorganization of or relating to STWA, unless--

(i) the shareholders of STWA immediately before such merger, consolidation, share exchange, division or reorganization own, directly or indirectly, immediately thereafter at least two-thirds of the combined voting power of the outstanding voting securities of the Surviving Company in substantially the same proportion as their ownership of the voting securities immediately before such merger, consolidation, share exchange, division or reorganization; and

(ii) the individuals who, immediately before such merger, consolidation, share exchange, division or reorganization, are members of the Incumbent Board continue to constitute at least two-thirds of the board of directors of the Surviving Company; provided, however, that if the election, or nomination for election by STWA's shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such director shall, for the purposes hereof, be considered a member of the Incumbent Board; and provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened Election Contest or

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Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; and

(iii) no Person (except (A) STWA or any Subsidiary or prior affiliate of STWA, (B) any Employee Benefit Plan (or any trust forming a part thereof) maintained by STWA or any Subsidiary or prior affiliate of STWA, or (C) the Surviving Company or any Subsidiary or prior affiliate of the Surviving Company) has beneficial ownership of 19.9% or more of the combined voting power of the Surviving Company's outstanding voting securities immediately following such merger, consolidation, share exchange, division or reorganization;

(d) a plan of liquidation or dissolution of STWA, other than pursuant to bankruptcy or insolvency laws, is adopted; or

(e) during any period of two consecutive years,

individuals who, at the beginning of such period, constituted the Board of Directors of STWA cease for any reason to constitute at least a majority of such Board of Directors, unless the election, or the nomination for election by STWA's shareholders, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; provided, however, that no individual shall be considered a member of the Board of Directors of STWA at the beginning of such period if such individual initially assumed office as a result of either an actual or threatened Election Contest or Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest.

Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred if a Person becomes the beneficial owner, directly or indirectly, of securities representing 19.9% or more of the combined voting power of STWA's then outstanding securities solely as a result of an acquisition by STWA of its voting securities which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person; provided, however, that if a Person becomes a beneficial owner of 19.9% or more of the combined voting power of STWA's then outstanding securities by reason of share repurchases by STWA and thereafter becomes the beneficial owner, directly or indirectly, of any additional voting securities of STWA, then a Change in Control shall be deemed to have occurred with respect to such Person under Clause (a).

Notwithstanding anything contained herein to the contrary, if the Executive's employment is terminated and he reasonably demonstrates that such termination (i) was at the request of a third party who has indicated an intention of taking steps reasonably calculated to effect a Change in Control and who effects a Change in Control, or (ii) otherwise occurred in connection with, or in anticipation of, a Change in Control which actually occurs, then for all purposes hereof, a Change in Control shall be deemed to have occurred on the day immediately prior to the date of such termination of his employment.

"STWA" means Save The World Air, Inc.

"DATE OF TERMINATION" means:

(a) if the Executive's employment is terminated for Disability, 30 days after the Notice of Termination is given (provided that he shall not have returned to the performance of his duties on a full-time basis during such 30-day period);

(b) if the Executive's employment terminates by reason of his death, the date of his

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death;

(c) if the Executive's employment is terminated by STWA for Cause, the date of termination specified in the Notice of Termination and determined in accordance with Section 8(a);

(d) if the Executive's employment is terminated by him without Good Reason, the date of termination specified in the Notice of Termination and determined in accordance with Section 9(a);

(e) if the Executive's employment is terminated by STWA for any reason other than for Disability or Cause, the date specified in the Notice of Termination and determined in accordance with Section 10(a); or

(f) if the Executive's employment is terminated by him for Good Reason, the termination date specified in the Notice of Termination and determined in accordance with Section 11(a);

provided, however that the Date of Termination shall mean the actual date of termination in the event the parties mutually agree to a date other than that described above.

"DEFINED BENEFIT PLAN" has the meaning ascribed to such term in Section 3(35) of ERISA.

"DEFINED CONTRIBUTION PLAN" has the meaning ascribed to such term in Section 3(34) of ERISA.

"DISABILITY" has the meaning ascribed to the term "permanent and total disability" in Section 22(e)(3) of the IRC.

"ELECTION CONTEST" means a solicitation with respect to the election or removal of directors that, if STWA was subject to the provisions of the 1934 Act, would be subject to the provisions of Rule 14a-11 of the 1934 Act.

"EMPLOYEE BENEFIT PLAN" has the meaning ascribed to such term in Section 3(3) of ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and as the same may be amended from time to time.

"EXCISE TAX" means the tax imposed by Section 4999 of the IRC (or any similar tax that may hereafter be imposed by federal, state or local law).

"EXECUTIVE" means NAME OF EXECUTIVE, an individual residing in ADDRESS, California.

"GOOD REASON" means:

(a) prior to a Change in Control--

(i) the Executive's demotion to a lesser position, or any material diminution in his duties or responsibilities;

(ii) a reduction in the Executive's base compensation, other than a reduction which is proportionate to a company-wide reduction in executive pay;

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(iii) a failure to increase the Executive's base compensation, consistent with his performance rating, within 24 months since the last increase, other than similar treatment on a company-wide basis for executives or a voluntary deferral by him of an increase; or

(iv) any purported termination of the Executive's employment which is not in accordance with the terms of this Agreement; and

(b) after a Change in Control--

(i) a change in the Executive's status or position, or any material diminution in his duties or responsibilities;

(ii) any increase in the Executive's duties inconsistent with his position;

(iii) any reduction in the Executive's base compensation;

(iv) a failure to increase the Executive's base compensation, consistent with his performance review, within 12 months of the last increase; or a failure to consider Executive for an increase within 12 months of his last performance review;

(v) a failure to continue in effect any Employee

Benefit Plan in which the Executive participates, including (whether or not they constitute Employee Benefit Plans) incentive bonus, stock option, or other qualified or nonqualified plans of deferred compensation (A) other than as a result of the normal expiration of such a plan, or (B) unless such plan is merged or consolidated into, or replaced with, a plan with benefits which are of equal or greater value;

(vi) requiring the Executive to be based anywhere other than the county where his principal office was located immediately prior to the Change in Control;

(vii) refusal to allow the Executive to attend to matters or engage in activities in which he was permitted to engage prior to the Change in Control;

(viii) delivery to the Executive of a Notice of Nonextension;

(ix) failure to secure the affirmation by a Successor, within three business days prior to a Change in Control, of this Agreement and its or STWA's continuing obligations hereunder (or where there is not at least three business days advance notice that a Person may become a Successor, within one business day after having notice that such Person may become or has become a Successor); or

(x) any purported termination of the Executive's employment which is not in accordance with the terms of this Agreement.

Notwithstanding anything herein to the contrary, at the election of the Executive, beginning with the 181st day following a Change in Control and continuing through the first anniversary of such Change in Control, he may terminate his employment for any reason or no reason and such termination will be treated as having occurred for Good Reason.

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"GROSS-UP PAYMENT" means an additional payment to be made to or on behalf of the Executive in an amount such that the net amount retained by him, after deduction of any Excise Tax on the Total Payments and any federal, state, and local income tax and Excise Tax on such additional payment, equals the Total Payments.

"INCUMBENT BOARD" means the Board of Directors of STWA as constituted at any relevant time.

"IRC" means the Internal Revenue Code of 1986, as amended and as the same may be amended from time to time.

"MATERIAL SUBSIDIARY" means a Subsidiary whose net worth, determined under generally accepted accounting principles, at the fiscal year end immediately prior to any relevant time is at least 25% of the aggregate net worth of the controlled group of corporations of which STWA is parent.

"1934 ACT" means the Securities Exchange Act of 1934, as amended and as the same may be amended from time to time.

"NOTICE OF NON-EXTENSION" means a written notice delivered to or by the Executive which advises that the Agreement will not be extended as provided in Paragraph 3.

"NOTICE OF TERMINATION" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) gives the required advance notice of termination.

"PERSON" has the same meaning as such term has for purposes of Sections 13(d) and 14(d) of the 1934 Act.

"PROXY CONTEST" means the solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of STWA.

"SUBSIDIARY" means any business entity of which a majority of its voting power or its equity securities or equity interests is owned, directly or indirectly by STWA.

"SUCCESSOR" means any Person that succeeds to, or has the practical ability to control (either immediately or with the passage of time), STWA's business directly, by merger or consolidation, or indirectly, by purchase of STWA's voting securities or all or substantially all of its assets.

"SURVIVING COMPANY" means the business entity that is a resulting company following a merger, consolidation, share exchange, division or other reorganization of or relating to STWA.

"TOTAL PAYMENTS" means the compensation and benefits that become payable under the Agreement or otherwise (and which may be subject to an Excise Tax) by reason of the Executive's termination of employment, less the federal, state and local income tax (but not any Excise Tax) on such compensation and benefits, in each case determined without regard to any Gross-Up Payments that may also be made.

"WELFARE BENEFIT PLAN" has the meaning ascribed to the term "employee welfare benefit plan" in Section 3(1) of ERISA. For purposes of determining the Executive's or his dependents' right to continued welfare benefits hereunder following his termination of employment, the meaning of such term shall include

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any retiree health plan maintained by STWA at any time after the relevant Date of Termination, notwithstanding the fact that the Executive is not a participant therein prior to such date.

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## EMPLOYMENT AGREEMENT

AGREEMENT made as of the 1st day of December 2003 by and between SAVE THE WORLD AIR, INC. ("STWA"), a Nevada chartered corporation, and Bruce H. McKinnon (the "Executive").

## BACKGROUND

A. STWA desires to employ the Executive and the Executive is willing to serve on the terms and conditions herein provided.

B. In order to effect the foregoing, the parties hereto desire to enter into an employment agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements of the parties contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS AND SPECIAL PROVISIONS. Each capitalized word and term used herein shall have the meaning ascribed to it in the glossary appended hereto, unless the context in which such word or term is used otherwise clearly requires. Such glossary is incorporated herein by reference and made a part hereof.

2. EMPLOYMENT. STWA hereby agrees to employ the Executive, and the Executive hereby agrees to serve STWA, on the terms and conditions set forth herein.

3. TERM OF AGREEMENT. The Executive's employment under this Agreement shall commence on the date hereof and, except as otherwise provided herein, shall continue until December 31, 2007; provided, however, that commencing on December 31, 2007 and each anniversary thereafter, the term of this Agreement shall automatically be extended for one additional year beyond the term otherwise established unless, prior to such date, STWA or the Executive shall have given a Notice of Non-Extension.

4. POSITION AND DUTIES. The Executive shall serve as Executive Vice President/Business Development of STWA and he shall have such responsibilities, duties and authority as may, from time to time, be generally associated with such position and or as specifically detailed in the company's official "Position Description." He shall also serve as a member of STWA's Board of Directors and upon any committees thereof as requested by the Board. In addition, the Executive shall serve in such capacity, with respect to each Subsidiary or affiliated company, as the Board of Directors of each such Subsidiary or affiliated company shall designate from time to time. During the term of this Agreement, he shall devote substantially all of his working time and efforts to the business and affairs of STWA, the Subsidiaries and affiliated companies; provided, however, that nothing herein shall be construed as precluding him from devoting a reasonable amount of time to civic, charitable, trade association and similar activities that do not represent conflicts and are not otherwise in any way detrimental to STWA.

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5. COMPENSATION AND RELATED MATTERS.

BASE COMPENSATION. During the period of the Executive's employment hereunder, STWA shall pay to him annual base compensation as follows:

For the period from December 1, 2003 to December 31, 2004 at an annual rate not less than \$153,600.00;

The Board(s) of Directors of STWA shall periodically review the Executive's employment performance, in accordance with policies generally in effect from time to time, for possible merit or cost-of-living increases in such base compensation. Except for a reduction, should such reduction occur, which is proportionate to a company-wide reduction in executive pay, the annual base compensation

paid to the Executive in any period shall not be less than the annual base compensation paid to him in any prior period. The frequency and manner of payment of such base compensation shall be in accordance with STWA's executive payroll practices from time to time in effect. Nothing herein shall be construed as precluding the Executive from entering into any salary reduction or deferral plan or arrangement during the term of this Agreement; provided, however, that his base compensation shall be determined without regard to any such salary reduction or deferral for purposes of calculating the amount of any compensation and benefits to which he or his surviving spouse may be entitled under Paragraph 6, 7, 10, or 11 following his termination of employment. The amounts set forth in the first sentence of this subparagraph (a) shall be pro rated to the extent such period is less than a year.

(a) INCENTIVE COMPENSATION. During the period of the Executive's employment hereunder, he shall be entitled to participate in all incentive plans, stock option plans, and similar arrangements as may be in effect and maintained by STWA for executive officers on a basis and at award levels consistent and commensurate with his position and duties hereunder.

(b) EMPLOYEE BENEFIT PLANS AND OTHER PLANS OR ARRANGEMENTS. The Executive shall be entitled to participate in all Employee Benefit Plans of STWA that either, are in effect at present or that may be adopted in the future. In addition, he shall be entitled to participate in and enjoy any other plans and arrangements which provide for sick leave, vacation, sabbatical, or personal days, club memberships and dues, education payment or reimbursement, business-related seminars, and similar fringe benefits provided to or for the executive officers of STWA from time to time. Notwithstanding the foregoing, Executive shall be entitled to at least four (4) weeks vacation per calendar year during each year of employment. Such vacation shall be prorated during the year 2003 based on the date of this Agreement.

(c) EXPENSES. During the period of the Executive's employment hereunder, he shall be entitled to receive prompt reimbursement for all reasonable and customary expenses, including transportation expenses, incurred by him in

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performing services hereunder in accordance with the general policies and procedures established by STWA.

(d) AUTOMOBILE. STWA shall provide for an unaccountable monthly automobile allowance of not less than \$900.00. The company may, at its discretion, provide an automobile, mutually acceptable, to the Executive for his exclusive use.

#### 6. TERMINATION BY REASON OF DISABILITY.

(a) IN GENERAL. In the event the Executive becomes unable to perform his duties on a full-time basis by reason of the occurrence of his Disability and, within 30 days after a Notice of Termination is given, he shall not have returned to the full-time performance of such duties, his employment may be terminated by STWA.

(b) COMPENSATION AND BENEFITS. In the event of the termination of the Executive's employment under Subparagraph (a), the term of this Agreement shall continue for one year after the Date of Termination, and STWA shall pay or provide the compensation and benefits set forth below:

(1) The Executive shall be paid an amount per annum equal to the greater of (i) his highest base compensation (including the car allowance provided for in Section 5(e)) received during one of the two calendar years immediately preceding the calendar year in which the Date of Termination occurs, or (ii) his base compensation (including the car allowance provided for in Section 5(e)) in effect immediately

prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason), over a period of one year beginning with such Date of Termination. The frequency and manner of payment of such amounts shall be in accordance with STWA's executive payroll practices from time to time in effect.

(2) The Executive shall be paid an amount equal to the higher of the aggregate bonus (es) paid to him with respect to one of the two years immediately preceding the year in which the Date of Termination occurs. Such amount shall be paid to him in cash on the first anniversary date of the Date of Termination.

(3) The Executive shall be paid an amount equal to the highest annual contribution made on his behalf (other than his own salary reduction contributions) to each tax-qualified and non-qualified Defined Contribution Plan of STWA with respect to the year in which the Date of Termination occurs or one of the two years immediately preceding such year. The amount separately determined for each such plan shall be aggregated and shall be paid to him in cash on the first anniversary date of the Date of Termination.

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(4) The Executive shall accrue benefits equal to the excess of (i) the aggregate retirement benefits he would have received under the terms of each tax-qualified and non-qualified Defined Benefit Plan of STWA as in effect immediately prior to the Date of Termination had he (A) continued to be employed for one more year, and (B) received (on a pro rated basis, as appropriate) the greater of (I) the highest compensation taken into account under each such plan with respect to one of the two years immediately preceding the year in which the Date of Termination occurs, or (II) his annualized base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason), over (ii) the retirement benefits he actually receives under such plans. The frequency, manner and extent of payment of such benefits shall be consistent with the terms of the plans to which they relate and any elections made thereunder.

(5) The Executive and his eligible dependents shall be entitled to continue to participate at the same aggregate benefit levels, for one year and at no out-of-pocket or tax cost to him, in the Welfare Benefit Plans in which he was a participant immediately prior to the Date of Termination, to the extent permitted under the terms of such plans and applicable law. To the extent STWA is unable to provide for continued participation in a Welfare Benefit Plan, it shall provide an equivalent benefit directly at no out-of-pocket or tax cost to him. For purposes of the preceding two sentences, STWA shall be deemed to have provided a benefit at no tax cost to him if it pays an additional amount to him or on his behalf, with respect to those benefits which would otherwise be nontaxable to him, calculated in a manner consistent with the provisions of Paragraph 12.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. Notwithstanding the provisions of Subparagraph (b) (5), STWA's obligation to pay or fund any disability insurance premiums on



behalf of the Executive shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts otherwise due under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS.

Notwithstanding the provisions of Subparagraph (b) (5), STWA shall not be required to provide, at its cost, the welfare benefits covered therein after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

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(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination for Disability and he is survived by a spouse, the compensation and benefits remaining to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Subparagraph (b) (4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Subparagraph (b) (5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination for Disability and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Subparagraphs (b) (1) through (b) (3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Subparagraph (b) (4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide continued benefits under Subparagraph (b) (5) shall terminate.

(f) COMPENSATION AND BENEFITS UPON EXPIRATION OF

REMAINING TERM OF AGREEMENT. Upon the expiration of the remaining term of this Agreement following the Executive's termination for Disability, and provided his Disability then continues, he shall be entitled to receive the compensation and benefits provided under the terms of any long-term disability plan of STWA in effect on the Date of Termination or, if greater, at the expiration of such remaining term. If such plan exists, such compensation and benefits shall continue until the earlier of (i) his death, or (ii) the later of (A) his attainment of age 65, or (B) the date specified in the plan document for benefit termination. To the extent STWA is unable to provide such compensation and benefits under its long-term disability plan, if any, it shall provide equivalent compensation and benefits directly at no out-of-pocket or tax cost to him. For purposes of the preceding sentence, STWA shall be deemed to have provided compensation and benefits at no tax cost to him

if it pays an additional amount to him or on his behalf, with respect to the compensation and benefits which would otherwise be

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nontaxable to him, calculated in a manner consistent with the provisions of Paragraph 12.

7. TERMINATION BY REASON OF DEATH.

(a) COMPENSATION AND BENEFITS TO SURVIVING SPOUSE. In the event the Executive dies while he is employed under this Agreement and is survived by a spouse, STWA shall pay or provide the compensation and benefits set forth below:

(1) The surviving spouse shall be paid an amount equal to the greater of (i) the Executive's highest base compensation received during one of the two calendar years immediately preceding the calendar year in which the Date of Termination occurs, or (ii) his base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason) for a period of one year, beginning with such Date of Termination. The frequency and manner of payment of such amounts shall be in accordance with STWA's executive payroll practices from time to time in effect.

(2) The surviving spouse shall be paid an amount equal to the highest payment made to Executive under each incentive bonus plan of STWA with respect to one of the two years immediately preceding the year in which the Date of Termination occurs. Such amount shall be paid in cash to her within 30 days after the Date of Termination.

(3) The surviving spouse shall be paid an amount equal to the sum of the highest annual contribution made on the Executive's behalf (other than his own salary reduction contributions) to each tax-qualified and non-qualified Defined Contribution Plan of STWA with respect to the year in which the Date of Termination occurs or one of the two years immediately preceding such year. Such amount shall be paid in cash to her within 30 days after the Date of Termination or within 30 days after such amount can first be determined, whichever is later.

(4) Subject to the following sentence, the surviving spouse shall be paid benefits determined by reference to the excess of (i) the aggregate retirement benefits the Executive would have accrued under the terms of each tax-qualified and non-qualified Defined Benefit Plan as in effect immediately prior to the Date of Termination, had he (A) continued to be employed for a period of one year following the Date of Termination, and (B) received (on a pro rated basis, as appropriate) the greater of (I) the highest compensation taken into account under each such plan with respect to one of the two years immediately preceding the year in which

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the Date of Termination occurs, or (II) his annualized base compensation in effect immediately prior to the Date of Termination (or prior to any reduction which entitled him to terminate his employment for Good Reason), over (ii) the retirement benefits actually determined under such plans. The

frequency, manner, and extent of payment of such benefits shall be consistent with the terms of the plans to which they relate and any elections made thereunder.

(5) The surviving spouse and her eligible dependents shall be entitled to continue to participate at the same aggregate benefit levels, for a period of one year following the Date of Termination and at no out-of-pocket or tax cost to her, in the Welfare Benefit Plans in which the Executive was a participant immediately prior to the Date of Termination, to the extent permitted under the terms of such plans and applicable law; provided, however, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that STWA shall not thereafter be required to provide, at its cost, the other welfare benefits covered by such plans to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming the Executive was employed until age 65 or the normal retirement date, if any, specified in such document). To the extent STWA is unable to provide for continued participation in a Welfare Benefit Plan as required, it shall provide an equivalent benefit directly at no out-of-pocket or tax cost to her. For purposes of the preceding two sentences, STWA shall be deemed to have provided a benefit at no tax cost to her if it pays an additional amount to her or on her behalf, with respect to those benefits which would otherwise be nontaxable to her, calculated in a manner consistent with the provisions of Paragraph 12.

(b) COMPENSATION AND BENEFITS TO ESTATE, ETC. In the event the Executive dies while he is employed under this Agreement and is not survived by a spouse, (i) STWA shall make the payments described in Subparagraphs (a)(1) through (a)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Subparagraph (a)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide benefits under Subparagraph (a)(5) shall terminate.

#### 8. TERMINATION BY STWA FOR CAUSE.

(a) IN GENERAL. In the event STWA intends to terminate the Executive's employment for Cause, it shall deliver a Notice of Termination to him which specifies a Date of Termination not less than 30 days following the

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date of such notice, unless a shorter period of notice is required by the principal regulator of STWA or any affiliate of STWA.

(b) COMPENSATION. Within 30 days after the Executive's termination under Subparagraph (a), STWA shall pay him, in one lump sum, his accrued but unpaid base compensation and vacation compensation earned through the Date of Termination.

#### 9. TERMINATION BY THE EXECUTIVE WITHOUT GOOD REASON.

(a) IN GENERAL. In the event the Executive intends to terminate his employment without Good Reason, he shall deliver a Notice of Termination to STWA which specifies a Date of Termination not less than (i) 90 days following the date of such notice, if a Change in Control shall not have occurred, or (ii) 30 days following the date of such notice, if a Change in Control shall have occurred.

(b) COMPENSATION. Within 30 days after the Executive's termination under Subparagraph (a), STWA shall pay him, in one lump sum, his accrued but unpaid base compensation and vacation compensation earned through the Date of Termination.

10. TERMINATION BY STWA WITHOUT DISABILITY OR CAUSE.

(a) IN GENERAL. In the event STWA intends to terminate the Executive's employment for any reason other than Disability or Cause, it shall deliver a Notice of Termination to him which specifies a Date of Termination not less than 90 days following the date of such notice.

(b) COMPENSATION AND BENEFITS DURING REMAINING TERM OF AGREEMENT. In the event of the termination of the Executive's employment under Subparagraph (a), STWA shall pay or provide the compensation and benefits described in Paragraph 6(b), except that all such compensation and benefits shall be for the remaining term of this Agreement determined in accordance with Section 3 hereof, unless a change in control has occurred prior to such termination of employment, in which case all such compensation and benefits shall be for a term of three (3) years from the Date of Termination and the term of this Agreement shall continue until all such compensation and benefits are paid to Executive in full.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. In the event the Executive suffers a Disability during the remaining term of this Agreement following the Date of Termination, STWA's obligation to pay or fund any disability insurance premiums on his behalf shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts described in Paragraph 6(b) and otherwise payable under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

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(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b), STWA shall not be required to provide, at its cost, the welfare benefits covered by Paragraph 6(b)(5) after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination without Disability or Cause by STWA and he is survived by a spouse, the compensation and benefits required to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Paragraph 6(b)(5) to such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any,

specified in such document).

(2) In the event the Executive dies during the remaining term of this Agreement following his termination without Disability or Cause and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Paragraphs 6(b)(1) through 6(b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide the continued benefits described in Paragraph 6(b)(5) shall terminate.

11. TERMINATION BY THE EXECUTIVE FOR GOOD REASON.

(a) IN GENERAL. In the event the Executive intends to terminate his employment for Good Reason, he shall deliver a Notice of Termination to STWA which specifies a Date of Termination not less than 30 days following the date of such notice.

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(b) COMPENSATION AND BENEFITS DURING REMAINING TERM OF AGREEMENT. In the event of the termination of the Executive's employment under Subparagraph (a), STWA shall pay or provide the compensation and benefits described in Paragraph 6(b), except that all such compensation and benefits shall be for a term of three (3) years from the Date of Termination and the term of this Agreement shall continue until all such compensation and benefits are paid to Executive in full.

(c) ADJUSTMENT TO CERTAIN SUBPARAGRAPH (b) COMPENSATION AND BENEFITS. In the event the Executive suffers a Disability during the remaining term of this Agreement following the Date of Termination, STWA's obligation to pay or fund any disability insurance premiums on his behalf shall be suspended while his Disability continues, provided the cessation of payment or funding does not result in the termination of disability benefits. Any amounts described in Paragraph 6(b) and otherwise payable under Subparagraph (b) shall be reduced (but not below zero) by the dollar amount of disability benefits received by him pursuant to plans or policies funded, directly at its cost, by STWA.

(d) EARLIER CESSATION OF CERTAIN WELFARE BENEFITS. Notwithstanding the provisions of Subparagraph (b), STWA shall not be required to provide, at its cost, the welfare benefits covered by Paragraph 6(b)(5) after the later of (i) the attainment by the Executive and his spouse (if any) of age 65, or (ii) the date specified in the relevant plan document for benefit termination (assuming that he was employed until age 65 or the normal retirement date, if any, specified in such document).

(e) DEATH DURING REMAINING TERM OF AGREEMENT.

(1) In the event the Executive dies during the remaining term of this Agreement following his termination for Good Reason and he is survived by a spouse, the compensation and benefits required to be paid and provided under Subparagraph (b) shall be unaffected by his death and shall be paid and provided to her or on her behalf; provided, however, that the extent of her rights to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans; and provided further, that STWA shall not be required to provide continued benefits with respect to her deceased husband; and provided further, that in no event shall STWA be required to provide, at its cost, the other welfare benefits described in Paragraph 6(b)(5) to

such spouse and her eligible dependents after the earlier of (i) her death, or (ii) the later of (A) her attainment of age 65, or (B) the date specified in the relevant plan document for benefit termination (assuming that the Executive was employed until age 65 or the normal retirement date, if any, specified in such document).

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(2) In the event the Executive dies during the remaining term of this Agreement following his termination for Good Reason and he is not survived by a spouse, (i) STWA shall thereafter make the remaining payments described in Paragraphs 6(b)(1) through 6(b)(3) directly to his estate, (ii) the extent of the rights of any person to the accrued benefits described in Paragraph 6(b)(4) shall be determined by reference to the relevant plan provisions and any elections made under such plans, and (iii) STWA's obligation to provide the continued benefits described in Paragraph 6(b)(5) shall terminate.

12. PROVISIONS RELATING TO EXCISE TAXES.

(a) IN GENERAL. In the event the Executive becomes liable, for any taxable year, for the payment of an Excise Tax (because of a change in control) with respect to the compensation and benefits payable by STWA under this Agreement or otherwise, STWA shall make one or more Gross-Up Payments to the Executive or on his behalf. The amount of any Gross-Up Payment shall be calculated by a certified public accountant or other tax professional designated jointly by the Executive and STWA. The provisions of this paragraph shall apply with respect to the Executive's surviving spouse or estate, where relevant.

(b) METHODOLOGY FOR CALCULATION OF GROSS-UP PAYMENT. For purposes of determining the amount of any Gross-Up Payment, the Executive shall be deemed to pay income taxes at the highest federal, state, and local marginal rates of tax for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income tax which could be obtained from the deduction of state and local income taxes. In the event that the Excise Tax is subsequently determined to be less than the amount taken into account at the time the Gross-Up Payment was made, the Executive shall repay to STWA, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to the reduction (plus a portion of the Gross-Up Payment attributable to the Excise Tax and the federal, state, and local income taxes imposed on the portion of the Gross-Up Payment being repaid by the Executive to the extent such repayment results in a reduction in Excise Tax or federal, state, or local income tax), plus interest on the amount of such repayment. Such interest shall be calculated by using the rate in effect under Section 1274(d)(1) of the IRC, on the date the Gross-Up Payment was made, for debt instruments with a term equal to the period of time which has elapsed from the date the Gross-Up Payment was made to the date of repayment. In the event that the Excise Tax is subsequently determined to exceed the amount taken into account at the time the Gross-Up Payment was made (including by reason of any payment the existence or amount of which could not be determined at the time of the Gross-Up Payment), STWA shall make an additional Gross-Up Payment with respect to the excess at the time the amount thereof is finally determined, plus interest calculated in a manner similar to that described in the preceding sentence.

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(c) TIME OF PAYMENT. Any Gross-Up Payment provided for herein shall be paid not later than the 30th day following the payment of any compensation or the provision of any benefit which causes such payment to be made; provided, however, that if the amount of such

payment cannot be finally determined on or before such day, STWA shall pay on such day an estimate of the minimum amount of such payment and shall pay the remainder of such payment (together with interest calculated in a manner similar to that described in Subparagraph (b)) as soon as the amount thereof can be determined. In the event that the amount of an estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by STWA to the Executive, payable on the 30th day after demand by STWA (together with interest calculated in a manner similar to that described in Subparagraph (b)).

(d) OTHER ARRANGEMENTS. Notwithstanding the provisions of this paragraph to the contrary, the actual amounts payable hereunder as Gross-Up Payments shall be coordinated with any similar amounts paid to the Executive under any other contract, plan, or arrangement.

13. FEES AND EXPENSES OF THE EXECUTIVE.

After a Change in Control and except as provided in the following sentence, STWA shall pay, within 30 days following demand by the Executive, all legal, accounting, actuarial, and related fees and expenses incurred by him in connection with the enforcement of this Agreement. An arbitration panel or a court of competent jurisdiction shall be empowered to deny payment to the Executive of such fees and expenses only if it determines that he instituted a proceeding hereunder, or otherwise acted, in bad faith.

14. REDUCTION FOR COMPENSATION AND BENEFITS RECEIVED UNDER STWA SEVERANCE POLICY, ETC. Notwithstanding anything herein to the contrary, in the event the Executive, his surviving spouse, or any other person becomes entitled to continued compensation and benefits hereunder by reason of the Executive's termination of employment and, in addition, compensation or similar benefits are payable under a severance policy, program or arrangement maintained by STWA (other than retirement plans), then the compensation or benefits otherwise payable hereunder shall be reduced by the compensation or benefits provided under such severance policy, program or arrangement.

15. MITIGATION. The Executive shall not be required to mitigate the amount of any compensation or benefits which may become payable hereunder by reason of his termination by seeking other employment or otherwise, nor, except as otherwise provided in the following sentence or elsewhere herein, shall the amount of any such compensation or benefits be reduced by any compensation or benefits received by the Executive as the result of his employment by another employer. Notwithstanding anything in this Agreement to the contrary, STWA's obligation to provide any medical and dental benefits hereunder may be suspended, with the written concurrence of the Executive or, if applicable, his

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surviving spouse during any period of time that such benefits are being provided by reason of his or her employment.

16. FUNDING OF COMPENSATION AND BENEFITS; ACCELERATION OF CERTAIN PAYMENTS.

(a) GRANTOR TRUST. In the event (i) the Executive's employment is terminated without Cause or he terminates his employment for Good Reason, and (ii) a Change in Control has occurred as of the Date of Termination or occurs thereafter, the Executive shall have the right to require STWA to establish a grantor trust (taxable to STWA) and fund such trust, on an actuarially sound basis, to provide the compensation and benefits to which he is entitled hereunder, other than those which may be paid pursuant to the provisions of Subparagraph (c). The specific terms of such trust shall be as agreed to by the parties in good faith; provided, however, that the trustee shall be a financial institution independent of STWA; and provided further, that in no event shall STWA be entitled to withdraw funds from the trust for its benefit, or otherwise voluntarily assign or alienate such funds, until such time as all compensation and benefits required hereunder are

paid and provided. The determination of the extent of required funding, including any supplemental funding in the event of adverse investment performance of trust assets, shall be made by an actuary or a certified public accountant retained by each party. To the extent such professionals cannot agree on the proper level of funding, they shall select a third such professional whose determination shall be binding upon the parties. Notwithstanding the foregoing, STWA shall remain liable for all compensation and benefits required to be paid or provided hereunder.

(b) ALTERNATE SECURITY. In lieu of the right given to the Executive under Subparagraph (a), he shall have the right under such circumstances to require that STWA provide (i) an irrevocable standby letter of credit issued by a financial institution other than STWA or any Subsidiary of STWA with a senior debt credit rating of "A" or better by Moody's Investors Service or Standard & Poor's Corporation, or (ii) other security reasonably acceptable to him, to secure the payment of such compensation and benefits.

(c) ACCELERATED PAYMENT OF PRESENT VALUE OF CERTAIN COMPENSATION. In the event (i) the Executive's employment is terminated without Cause or he terminates his employment for Good Reason, and (ii) a Change in Control has occurred as of the Date of Termination or occurs thereafter, the Executive shall have the continuing right to demand that the present value of the remaining payments described in Paragraphs 6(b)(1) through (3), and payable by reason of the provisions of Paragraph 10 or 11 (as the case may be), be paid to him in one lump sum within 30 days after the date written demand is given. For purposes of calculating the present value of such payments, a discount factor shall be applied to each such payment which is equal to the relevant applicable federal rate in effect on the date written demand is given by him, determined by reference to the period of time between the date of such notice and the scheduled time such payment would otherwise be made. In the

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event any payment described in Paragraphs 6(b)(1) through (3) is not yet determinable on the date written demand is made, the other payments shall nonetheless be made as provided above; and the undetermined payment shall be made within 30 days after it becomes determinable, calculated as provided in the preceding sentence but by treating the date on which the payment becomes determinable as the date of written notice. Nothing in this subparagraph shall be construed as affecting the Executive's right to one or more Gross-Up Payments in accordance with the provisions of Paragraph 12; and a Gross-Up Payment (if applicable) will be calculated and made with any payment made under this subparagraph, as well as any other Gross-Up Payments that may be required hereunder at a subsequent date.

17. WITHHOLDING TAXES. All compensation and benefits provided for herein shall, to the extent required by law, be subject to federal, state, and local tax withholding.

18. CONFIDENTIAL INFORMATION. The Executive agrees that subsequent to his employment with STWA, he will not, at any time, communicate or disclose to any unauthorized person, without the written consent of the STWA, any proprietary or other confidential information concerning STWA or any Subsidiary of STWA; provided, however, that the obligations under this paragraph shall not apply to the extent that such matters (i) are disclosed in circumstances where the Executive is legally obligated to do so, or (ii) become generally known to and available for use by the public otherwise than by his wrongful act or omission; and provided further, that he may disclose any knowledge of insurance, financial, legal and economic principles, concepts and ideas which are not solely and exclusively derived from the business plans and activities of STWA.

19. COVENANTS NOT TO COMPETE OR TO SOLICIT.

(a) NONCOMPETITION. During the period in which he is employed by STWA and, if the Executive's employment terminates under



Paragraphs 6, for a period of 12 months after the Date of Termination (the "Noncompetition Period"), the Executive shall not, without the written consent in writing of the Board of Directors of STWA, become an executive officer, partner, consultant, director, or a four and nine-tenths percent or greater shareholder or equity owner of any entity engaged in the banking, lending, asset management, mutual fund, financial planning or investment security business within the California counties of Camden, Burlington, or any other California county in which STWA has a branch or loan production office. If at the time of the enforcement of this paragraph a court holds that the duration, scope, or area restrictions stated herein are unreasonable under the circumstances then existing and, thus, unenforceable, STWA and the Executive agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area.

(b) NONSOLICITATION. During his employment and the Noncompetition Period, the Executive shall not, whether on his own behalf or on behalf of any

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other individual or business entity, solicit, endeavor to entice away from STWA, a Subsidiary or any affiliated company, or otherwise interfere with the relationship of STWA, a Subsidiary or any affiliated company with any person who is, or was within the then most recent 12 month period, an employee or associate thereof; provided, however, that this subparagraph shall not apply following the occurrence of a Change in Control.

(c) EXTENSION OF NONCOMPETITION PERIOD. The Non-Competition Period shall be automatically extended by the length of time (if any) in which the Executive is in violation of any of the terms of this Section 19.

20. ARBITRATION. To the extent permitted by applicable law, any controversy or dispute arising out of or relating to this Agreement, or any alleged breach hereof, shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules of the American Arbitration Association then in existence (to the extent such rules are not inconsistent with the provisions of this Agreement), it being understood and agreed that the arbitration panel shall consist of three individuals acceptable to the parties hereto. In the event that the parties cannot agree on three arbitrators within 20 days following receipt by one party of a demand for arbitration from another party, then the Executive and STWA shall each designate one arbitrator and the two arbitrators selected shall select the third arbitrator. The arbitration panel so selected shall convene a hearing no later than 90 days following the selection of the panel. The arbitration award shall be final and binding upon the parties, and judgment may be entered thereon in the California Superior Court or in any other court of competent jurisdiction.

21. ADDITIONAL EQUITABLE REMEDY. The Executive acknowledges and agrees that STWA's remedy at law for a breach or a threatened breach of the provisions of Paragraphs 18 and 19 would be inadequate; and, in recognition of this fact and notwithstanding the provisions of Paragraph 20, in the event of such a breach or threatened breach by him, it is agreed that STWA shall be entitled to request equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. Nothing in this paragraph shall be construed as prohibiting STWA from pursuing any other remedy available under this Agreement for such a breach or threatened breach.

22. RELATED AGREEMENTS. Except as may otherwise be provided herein, to the extent that any provision of any other agreement between STWA and the Executive shall limit, qualify, duplicate, or be inconsistent with any provision of this Agreement, the provision in this Agreement shall control and such provision of such other agreement shall be deemed to have been superseded, and to be of no force or effect, as if such other agreement had been formally amended to the

extent necessary to accomplish such purpose.

23. NO EFFECT ON OTHER RIGHTS. Except as otherwise specifically provided herein, nothing contained in this Agreement shall be construed as adversely affecting any rights the Executive may have under any agreement, plan, policy or

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arrangement to the extent any such right is not inconsistent with the provisions hereof.

24. EXCLUSIVE RIGHTS AND REMEDY. Except for any explicit rights and remedies the Executive may have under any other contract, plan or arrangement with STWA, the compensation and benefits payable hereunder and the remedy for enforcement thereof shall constitute his exclusive rights and remedy in the event of his termination of employment.

25. DIRECTOR AND OFFICER LIABILITY INSURANCE; INDEMNIFICATION. STWA shall provide the Executive (including his heirs, executors, and administrators) with the maximum coverage permitted under its directors' and officers' liability insurance policy, as soon as STWA obtains such a policy, at STWA's expense and shall indemnify him as both a director and as an officer (and his heirs, executors, and administrators) to the fullest extent permitted under Federal and California law against all expenses and liabilities reasonably incurred by him in connection with or arising out of any action, suit, or proceeding in which he may be involved by reason of his having been an officer or director of STWA or any Subsidiary or affiliated company (whether or not he continues to be such an officer or director at the time of incurring such expenses or liabilities). Such expenses and liabilities shall include, but not be limited to, judgments, court costs, and attorneys' fees, and the costs of reasonable settlements.

26. NOTICES. Any notice required or permitted under this Agreement shall be sufficient if it is in writing and shall be deemed given (i) at the time of personal delivery to the addressee, or (ii) at the time sent certified mail, with return receipt requested, addressed as follows:

If to the Executive: Bruce H. McKinnon  
11927 Ashdale Lane  
Studio City, CA 91604

If to STWA 5125 Lankersham Boulevard  
North Hollywood, CA 91601

Attention: Chairman of the Board of  
Directors

The name or address of any addressee may be changed at any time and from time to time by notice similarly given.

27. NO WAIVER. The failure by any party to this Agreement at any time or times hereafter to require strict performance by any other party of any of the provisions, terms, or conditions contained in this Agreement shall not waive, affect, or diminish any right of the first party at any time or times thereafter to demand strict performance therewith and with any other provision, term, or

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condition contained in this Agreement. Any actual waiver of a provision, term, or condition contained in this Agreement shall not constitute a waiver of any other provision, term, or condition herein, whether prior or subsequent to such actual waiver and whether of the same or a different type. The failure of STWA to promptly terminate the Executive's employment for Cause or the Executive to promptly terminate his employment for Good Reason shall not be construed as a waiver of the right of termination, and such right may be exercised at any time following the occurrence of the event giving rise to such right.

28. SURVIVAL. Notwithstanding the nominal termination of this Agreement and the Executive's employment hereunder, the provisions hereof which specify continuing obligations, compensation and benefits, and rights (including the otherwise applicable term hereof) shall remain in effect until such time as all such obligations are discharged, all such compensation and benefits are received, and no party or beneficiary has any remaining actual or contingent rights hereunder.

29. SEVERABILITY. In the event any provision in this Agreement shall be held illegal or invalid for any reason, such illegal or invalid provision shall not affect the remaining provisions hereof, and this Agreement shall be construed, administered and enforced as though such illegal or invalid provision were not contained herein.

30. BINDING EFFECT AND BENEFIT. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of STWA and the executors, personal representatives, surviving spouse, heirs, devisees, and legatees of the Executive.

31. ENTIRE AGREEMENT. This Agreement embodies the entire agreement among the parties with respect to the subject matter hereof, and it supersedes all prior discussions and oral understandings of the parties with respect thereto.

32. NO ASSIGNMENT. This Agreement, and the benefits and obligations hereunder, shall not be assignable by any party hereto except by operation of law.

33. NO ATTACHMENT. Except as otherwise provided by law, no right to receive compensation or benefits under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to set off, execution, attachment, levy, or similar process, and any attempt, voluntary or involuntary, to effect any such action shall be null and void.

34. CAPTIONS. The captions of the several paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only. They constitute no part of this Agreement and are not to be considered in the construction hereof.

35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument which may be sufficiently evidenced by any one counterpart.

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36. NUMBER. Wherever any words are used herein in the singular form, they shall be construed as though they were used in the plural form, as the context requires, and vice versa.

37. APPLICABLE LAW. Except to the extent preempted by federal law, the provisions of this Agreement shall be construed, administered, and enforced in accordance with the domestic internal law of the State of California without reference to its laws regarding conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed, as of the date first above written.

\_\_\_\_\_  
Bruce H. McKinnon

SAVE THE WORLD AIR, INC.

By: \_\_\_\_\_  
Edward Masry  
Chairman of the Board

Attest: \_\_\_\_\_  
Janice Holder

## GLOSSARY

"BOARD OF DIRECTORS" means the board of directors of the relevant corporation.

"CAUSE" means (i) a documented repeated and willful failure by the Executive to perform his duties, but only after written demand and only if termination is effected by action taken by a vote of (A) prior to a Change in Control, at least a majority of the directors of STWA then in office, or (B) after a Change in Control, at least 80% of the non-officer directors of STWA then in office, (ii) his final conviction of a felony, (iii) conduct by him which constitutes moral turpitude which is directly and materially injurious to STWA or any Material Subsidiary, (iv) willful material violation of corporate policy, or (v) the issuance by the regulator of STWA or any Subsidiary or affiliated company of an unappealable order to the effect that he be permanently discharged.

For purposes of this definition, no act or failure to act on the part of the Executive shall be considered "willful" unless done or omitted not in good faith and without reasonable belief that the action or omission was in the best interest of STWA or any of its Subsidiaries or affiliated companies.

"CHANGE IN CONTROL" means the occurrence of any of the following events:

(a) any Person (except (i) STWA or any Subsidiary or prior affiliate of STWA, or (ii) any Employee Benefit Plan (or any trust forming a part thereof) maintained by STWA or any Subsidiary or prior affiliate of STWA) is or becomes the beneficial owner, directly or indirectly, of STWA's securities representing 19.9% or more of the combined voting power of STWA's then outstanding securities, or 50.1% or more of the combined voting power of a Material Subsidiary's then outstanding securities, other than pursuant to a transaction described in Clause (c);

(b) there occurs a sale, exchange, transfer or other disposition of substantially all of the assets of STWA or a Material Subsidiary to another entity, except to an entity controlled directly or indirectly by STWA;

(c) there occurs a merger, consolidation, share exchange, division or other reorganization of or relating to STWA, unless --

(i) the shareholders of STWA immediately before such merger, consolidation, share exchange, division or reorganization own, directly or indirectly, immediately thereafter at least two-thirds of the combined voting power of the outstanding voting securities of the Surviving Company in substantially the same proportion as their ownership of the voting securities immediately before such merger, consolidation, share exchange, division or reorganization; and

(ii) the individuals who, immediately before such merger, consolidation, share exchange, division or reorganization, are members of the Incumbent Board continue to constitute at least two-thirds of the board of directors of the Surviving Company; provided, however, that if the election, or nomination for election by STWA's shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such director shall, for the purposes hereof, be considered a member of the Incumbent Board; and provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened Election Contest or Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; and

(iii) no Person (except (A) STWA or any Subsidiary

or prior affiliate of STWA, (B) any Employee Benefit Plan (or any trust forming a part thereof) maintained by STWA or any Subsidiary or prior affiliate of STWA, or (C) the Surviving Company or any Subsidiary or prior affiliate of the Surviving Company) has beneficial ownership of 19.9% or more of the combined voting power of

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the Surviving Company's outstanding voting securities immediately following such merger, consolidation, share exchange, division or reorganization;

(d) a plan of liquidation or dissolution of STWA, other than pursuant to bankruptcy or insolvency laws, is adopted; or

(e) during any period of two consecutive years, individuals who, at the beginning of such period, constituted the Board of Directors of STWA cease for any reason to constitute at least a majority of such Board of Directors, unless the election, or the nomination for election by STWA's shareholders, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; provided, however, that no individual shall be considered a member of the Board of Directors of STWA at the beginning of such period if such individual initially assumed office as a result of either an actual or threatened Election Contest or Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest.

Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred if a Person becomes the beneficial owner, directly or indirectly, of securities representing 19.9% or more of the combined voting power of STWA's then outstanding securities solely as a result of an acquisition by STWA of its voting securities which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person; provided, however, that if a Person becomes a beneficial owner of 19.9% or more of the combined voting power of STWA's then outstanding securities by reason of share repurchases by STWA and thereafter becomes the beneficial owner, directly or indirectly, of any additional voting securities of STWA, then a Change in Control shall be deemed to have occurred with respect to such Person under Clause (a).

Notwithstanding anything contained herein to the contrary, if the Executive's employment is terminated and he reasonably demonstrates that such termination (i) was at the request of a third party who has indicated an intention of taking steps reasonably calculated to effect a Change in Control and who effects a Change in Control, or (ii) otherwise occurred in connection with, or in anticipation of, a Change in Control which actually occurs, then for all purposes hereof, a Change in Control shall be deemed to have occurred on the day immediately prior to the date of such termination of his employment.

"STWA" means Save The World Air, Inc.

"DATE OF TERMINATION" means:

(a) if the Executive's employment is terminated for Disability, 30 days after the Notice of Termination is given (provided that he shall not have returned to the performance of his duties on a full-time basis during such 30-day period);

(b) if the Executive's employment terminates by reason of his death, the date of his death;

(c) if the Executive's employment is terminated by STWA for Cause, the date of termination specified in the Notice of Termination and determined in accordance with Section 8(a);

(d) if the Executive's employment is terminated by him without Good Reason, the date of termination specified in the Notice of Termination and determined in accordance with Section 9(a);

(e) if the Executive's employment is terminated by STWA for any reason other than for Disability or Cause, the date specified in the Notice of Termination and determined in accordance with Section 10(a); or

(f) if the Executive's employment is terminated by him for Good Reason, the termination date specified in the Notice of Termination and determined in accordance with Section 11(a);

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provided, however that the Date of Termination shall mean the actual date of termination in the event the parties mutually agree to a date other than that described above.

"DEFINED BENEFIT PLAN" has the meaning ascribed to such term in Section 3(35) of ERISA.

"DEFINED CONTRIBUTION PLAN" has the meaning ascribed to such term in Section 3(34) of ERISA.

"DISABILITY" has the meaning ascribed to the term "permanent and total disability" in Section 22(e)(3) of the IRC.

"ELECTION CONTEST" means a solicitation with respect to the election or removal of directors that, if STWA was subject to the provisions of the 1934 Act, would be subject to the provisions of Rule 14a-11 of the 1934 Act.

"EMPLOYEE BENEFIT PLAN" has the meaning ascribed to such term in Section 3(3) of ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and as the same may be amended from time to time.

"EXCISE TAX" means the tax imposed by Section 4999 of the IRC (or any similar tax that may hereafter be imposed by federal, state or local law).

"EXECUTIVE" means NAME OF EXECUTIVE, an individual residing in ADDRESS, California.

"GOOD REASON" means:

(a) prior to a Change in Control--

(i) the Executive's demotion to a lesser position, or any material diminution in his duties or responsibilities;

(ii) a reduction in the Executive's base compensation, other than a reduction which is proportionate to a company-wide reduction in executive pay;

(iii) a failure to increase the Executive's base compensation, consistent with his performance rating, within 24 months since the last increase, other than similar treatment on a company-wide basis for executives or a voluntary deferral by him of an increase; or

(iv) any purported termination of the Executive's employment which is not in accordance with the terms of this Agreement; and

(b) after a Change in Control--

(i) a change in the Executive's status or position, or any material diminution in his duties or responsibilities;

(ii) any increase in the Executive's duties inconsistent with his position;

(iii) any reduction in the Executive's base compensation;

(iv) a failure to increase the Executive's base compensation, consistent with his performance review, within 12 months of the last increase; or a failure to consider Executive for an increase within 12 months of his last performance review;

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(v) a failure to continue in effect any Employee Benefit Plan in which the Executive participates, including (whether or not they constitute Employee Benefit Plans) incentive bonus, stock option, or other qualified or nonqualified plans of deferred compensation (A) other than as a result of the normal expiration of such a plan, or (B) unless such plan is merged or consolidated into, or replaced with, a plan with benefits which are of equal or greater value;

(vi) requiring the Executive to be based anywhere other than the county where his principal office was located immediately prior to the Change in Control;

(vii) refusal to allow the Executive to attend to matters or engage in activities in which he was permitted to engage prior to the Change in Control;

(viii) delivery to the Executive of a Notice of Nonextension;

(ix) failure to secure the affirmation by a Successor, within three business days prior to a Change in Control, of this Agreement and its or STWA's continuing obligations hereunder (or where there is not at least three business days advance notice that a Person may become a Successor, within one business day after having notice that such Person may become or has become a Successor); or

(x) any purported termination of the Executive's employment which is not in accordance with the terms of this Agreement.

Notwithstanding anything herein to the contrary, at the election of the Executive, beginning with the 181st day following a Change in Control and continuing through the first anniversary of such Change in Control, he may terminate his employment for any reason or no reason and such termination will be treated as having occurred for Good Reason.

"GROSS-UP PAYMENT" means an additional payment to be made to or on behalf of the Executive in an amount such that the net amount retained by him, after deduction of any Excise Tax on the Total Payments and any federal, state, and local income tax and Excise Tax on such additional payment, equals the Total Payments.

"INCUMBENT BOARD" means the Board of Directors of STWA as constituted at any relevant time.

"IRC" means the Internal Revenue Code of 1986, as amended and as the same may be amended from time to time.

"MATERIAL SUBSIDIARY" means a Subsidiary whose net worth, determined under generally accepted accounting principles, at the fiscal year end immediately prior to any relevant time is at least 25% of the aggregate net worth of the controlled group of corporations of which STWA is parent.

"1934 ACT" means the Securities Exchange Act of 1934, as amended and as the same may be amended from time to time.

"NOTICE OF NON-EXTENSION" means a written notice delivered to or by the Executive which advises that the Agreement will not be extended as provided in Paragraph 3.

"NOTICE OF TERMINATION" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) gives the required advance notice of termination.

"PERSON" has the same meaning as such term has for purposes of Sections 13(d) and 14(d) of the 1934 Act.

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"PROXY CONTEST" means the solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of STWA.

"SUBSIDIARY" means any business entity of which a majority of its voting power or its equity securities or equity interests is owned, directly or indirectly by STWA.

"SUCCESSOR" means any Person that succeeds to, or has the practical ability to control (either immediately or with the passage of time), STWA's business directly, by merger or consolidation, or indirectly, by purchase of STWA's voting securities or all or substantially all of its assets.

"SURVIVING COMPANY" means the business entity that is a resulting company following a merger, consolidation, share exchange, division or other reorganization of or relating to STWA.

"TOTAL PAYMENTS" means the compensation and benefits that become payable under the Agreement or otherwise (and which may be subject to an Excise Tax) by reason of the Executive's termination of employment, less the federal, state and local income tax (but not any Excise Tax) on such compensation and benefits, in each case determined without regard to any Gross-Up Payments that may also be made.

"WELFARE BENEFIT PLAN" has the meaning ascribed to the term "employee welfare benefit plan" in Section 3(1) of ERISA. For purposes of determining the Executive's or his dependents' right to continued welfare benefits hereunder following his termination of employment, the meaning of such term shall include any retiree health plan maintained by STWA at any time after the relevant Date of Termination, notwithstanding the fact that the Executive is not a participant therein prior to such date.

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I, Edward L. Masry, certify that:

1. I have reviewed this 10-KSB of Save the World Air, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company's as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company's and have:

- a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company's, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

- c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

- d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date:

April 13, 2004

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/s/ Edward L. Masry  
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[Signature]

Edward L. Masry



I, Eugene Eichler, Chief Financial Officer, certify that:

1. I have reviewed this 10-KSB of Save the World Air, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company's as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company's and have:

- a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company's, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

- c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

- d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date:

April 13, 2004

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/s/ Eugene Eichler  
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[Signature]

Eugene Eichler

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO

18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Edward L. Masry, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of Save the World Air, Inc. on Form 10-KSB for the fiscal year ended December 31, 2003 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-KSB fairly presents in all material respects the financial condition and results of operations of Save the World Air, Inc.

Dated: April 13, 2004  
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By: /s/ Edward L. Masry  
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Edward L. Masry  
Chairman of the Board and  
Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Save the World Air, Inc. and will be retained by Save the World Air, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

I, Eugene Eichler, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of Save the World Air, Inc. on Form 10-KSB for the fiscal year ended December 31, 2003 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-KSB fairly presents in all material respects the financial condition and results of operations of Save the World Air, Inc.

Dated: April 13, 2004  
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By: /s/ Eugene Eichler  
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Eugene Eichler  
President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Save the World Air, Inc. and will be retained by Save the World Air, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.