

LIST OF DOCUMENTATION

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LEGAL DESCRIPTION AND LEASE AGREEMENT

**METES AND BOUNDS DESCRIPTION
OF A
14.57 ACRE TRACT
J. H. JONES SURVEY, A-26
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A THE REMAINDER OF A CALLED 74.77 ACRE TRACT AS DESCRIBED BY A DEED TO KELLY BURT DOZER, INC. RECORDED IN VOLUME 1225, PAGE 657 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF A CALLED 10.0 ACRE TRACT AS DESCRIBED BY A DEED TO CCAA, LLC RECORDED IN VOLUME 8858, PAGE 109 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHEAST LINE OF STEWART'S MEADOW (60' R.O.W.) WITH THE NORTHWEST LINE OF AN EXISTING 60.00 FOOT WIDE ELECTRICAL EASEMENT AS DESCRIBED IN VOLUME 208, PAGE 456 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 09' 37" W ALONG THE NORTHEAST LINE OF STEWART'S MEADOW FOR A DISTANCE OF 1114.44 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 970.00 FEET;

THENCE: CONTINUING ALONG THE NORTHEAST LINE OF STEWART'S MEADOW AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 20' 12" FOR AN ARC DISTANCE OF 175.00 FEET (CHORD BEARS: N 41° 59' 31" W - 174.76 FEET) TO THE COMMON CORNER OF SAID REMAINDER OF 74.77 ACRE TRACT AND A CALLED 54.50 ACRE TRACT AS DESCRIBED BY A DEED TO WALLACE W. GROFF AND PATRICIA A. GROFF RECORDED IN VOLUME 3985, PAGE 77 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

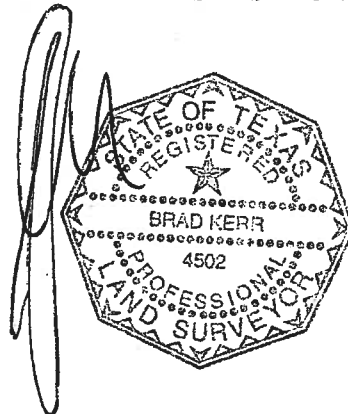
THENCE: N 43° 23' 10" E ALONG THE COMMON LINE OF SAID REMAINDER OF 74.77 ACRE TRACT AND SAID 54.50 ACRE TRACT FOR A DISTANCE OF 482.50 FEET TO THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF LACY WELL ROAD MARKING THE NORTH CORNER OF SAID REMAINDER OF 74.77 ACER TRACT BEARS: N 43° 23' 10" E FOR A DISTANCE OF 967.88 FEET;

THENCE: S 47° 09' 37" E THROUGH SAID REMAINDER OF 74.77 ACRE TRACT AND THEN ALONG THE COMMON LINE OF SAID REMAINDER OF 74.77 ACRE TRACT AND SAID 10.0 ACRE TRACT FOR A DISTANCE OF 1262.84 FEET TO THE NORTHWEST LINE OF SAID EASEMENT;

THENCE: S 40° 25' 13" W THROUGH SAID 10.0 ACRE TRACT AND ALONG THE NORTHWEST LINE OF SAID EASEMENT FOR A DISTANCE OF 498.66 FEET TO THE POINT OF BEGINNING CONTAINING 14.57 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-294.MAB



**METES AND BOUNDS DESCRIPTION
OF A
27.67 ACRE TRACT
J. H. JONES SURVEY, A-26
BRAZOS VALLEY DISPOSAL FACILITY
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 74.77 ACRE TRACT AS DESCRIBED BY A DEED TO KELLY BURT DOZER, INC. RECORDED IN VOLUME 1225, PAGE 657 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF LACY WELL ROAD (VARIABLE R.O.W.) MARKING THE NORTH CORNER OF SAID REMAINDER OF 74.77 ACRE TRACT AND THE EAST CORNER OF A CALLED 54.50 ACRE TRACT AS DESCRIBED BY A DEED TO WALLACE W. GROFF AND PATRICIA A. GROFF RECORDED IN VOLUME 3985, PAGE 77 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 43' 31" E ALONG THE NORTHEAST LINE OF SAID REMAINDER OF 74.77 ACRE TRACT, SAME BEING CALLED THE SOUTHWEST LINE OF LACY WELL ROAD, FOR A DISTANCE OF 1212.27 FEET TO THE NORTHWEST LINE OF A 60.00 FOOT WIDE ELECTRICAL EASEMENT AS DESCRIBED IN VOLUME 208, PAGE 456 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

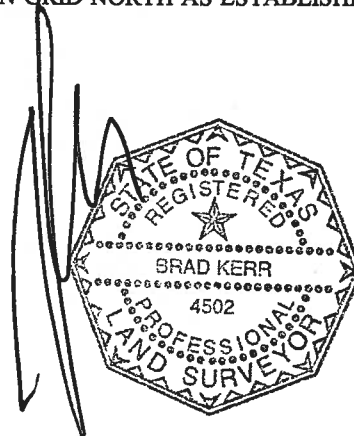
THENCE: S 40° 25' 13" W THROUGH SAID REMAINDER OF 74.77 ACRE TRACT AND ALONG THE NORTHWEST LINE OF SAID ELECTRICAL EASEMENT FOR A DISTANCE OF 980.66 FEET TO THE NORTHEAST LINE OF A CALLED 10.00 ACRE TRACT AS DESCRIBED BY A DEED TO CCAA,LLC RECORDED IN VOLUME 8858, PAGE 109 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 09' 37" W ALONG THE NORTHEAST LINE OF SAID 10.00 ACRE TRACT AND THROUGH SAID REMAINDER OF 74.77 ACRE TRACT FOR A DISTANCE OF 1262.84 FEET TO THE COMMON LINE OF SAID REMAINDER OF 74.77 ACRE TRACT AND SAID 54.50 ACRE TRACT;

THENCE: N 43° 23' 10" E ALONG THE COMMON LINE OF SAID REMAINDER OF 74.77 ACRE TRACT AND SAID 54.50 ACRE TRACT FOR A DISTANCE OF 967.88 FEET TO THE POINT OF BEGINNING CONTAINING 27.67 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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1/2 INCH IRON
ROD FOUND



SCALE: 1" = 300'

N/F
WALLACE W. GROFF AND
PATRICIA A. GROFF
54.50 ACRE TRACT
3985/77

UNPLATTED

27.67 ACRE TRACT

R=970.00'
D=10°20'12"
L=175.00'
T=87.74'
LC=174.76'
CB=N 41°59'31" W

STEWART'S MEADOW, PHASE 1
PLAT 801/708

14.57 ACRE TRACT

CITY OF BRYAN
60' ELECTRICAL
EASEMENT, 208/456

KELLY BURT DOZER, INC.
REM. 74.77 ACRE TRACT
1225/657

CONCRETE RIGHT-OF-WAY
MARKER FOUND

CCAA, LLC
10.0 ACRE TRACT
8858/109

S 77°45'52" W
197.69'

RYAN DOZER PROPERTY - PA 80
VARIABLE R.O.W.



LAND BOUNDARY SURVEY PLAT
OF A

14.57 ACRE TRACT, A 3.40 ACRE TRACT
AND A 27.67 ACRE TRACT
J. H. JONES SURVEY, A-26
BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 300 FEET
SURVEY DATE: 08-13-08
PLAT DATE: 05-24-11
JOB NUMBER: 11-294
CAD NAME: 11-294

CR5 FILE: JONESRD (cont); 08-336 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH AVENUE, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

BEARING SYSTEM SHOWN HEREON IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
SEE METES AND BOUNDS PREPARED APRIL & MAY 2011
FOR MORE DESCRIPTIVE INFORMATION.

LEASE

Basic Terms

Date: May 1, 2011

Landlord: Kelly Burt Dozer, Inc.

Landlord's Address: 6217 East Highway 21
Bryan, Texas 77802

Tenant: CCAA, L.L.C.

Tenant's Address: 8825 Stewarts Meadow
College Station, Texas 77845

Premises: SURFACE ONLY of approximately 27.67 acres of land, situated in Brazos County, Texas, as described in Exhibit "A" ("Land").

Excluded Improvements: Any structure, improvement, or equipment situated on the Land and constructed or installed by any person other than Tenant.

Term (months): Sixty (60) months

Commencement Date: May 1, 2011

Termination Date: April 30, 2016

Permitted Uses: Grazing of animals, and parking and storage of vehicles, equipment, materials, debris and waste used, accumulated or recycled in connection with Tenant's business located on properties adjacent to the Premises.

Base Rent (yearly): One and No/100 Dollar (\$1.00)

Security Deposit: None

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Uses.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.
7. Pay all taxes on Tenant's property located on the Premises.
8. Allow Landlord to inspect the Premises.
9. Repair, replace, and maintain any part of the Premises used by Tenant.
10. Repair any damage to the Premises, Land, or Excluded Improvements caused by Tenant.
11. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
12. Vacate the Premises on the last day of the Term.
13. Use the highest standards of animal husbandry during any grazing of the Premises.
14. Keep all gates on the Premises closed and locked.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Uses unless authorized otherwise by Landlord.
2. Create or allow a nuisance or permit any waste of the Premises.
3. Allow a lien to be placed on the Premises.
4. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

D. Landlord agrees not to—

1. Allow any use of the Premises inconsistent with the Permitted Uses as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Release of Claims.* **TENANT RELEASES LANDLORD FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

4. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the Permitted Uses because of condemnation or purchase in lieu of condemnation, this lease will terminate.

- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be using the Premises for grazing, until the default is cured, without being liable for damages.

9. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

10. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

12. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

13. *Venue.* Exclusive venue is Brazos County, Texas in which the Premises are located.

14. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties,

agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

16. *Limitation of Warranties.* **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**

17. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor.

19. *Option to Purchase.* Provided the Tenant shall not be in default under this Lease, Tenant shall have an option to buy the Land on or after August 31, 2011, at a price of FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) per acre, provided Tenant shall have fully performed said Lease and made all payments required hereby to that time.

The purchase price paid by Tenant to Landlord shall be payable all in cash at closing which shall be on or before the Termination Date. No portion of the Base Rent (or any other Rent) shall be applied to the purchase price of the Land.

Upon Tenant's exercise of the purchase option herein, any Base Rent paid in advance by Tenant to Landlord up through the closing date shall serve as a credit to reduce the Sales Price under the terms of the Contract.

In the event of the exercise of this option to purchase as herein provided, Landlord agrees to convey said Land to Tenant (or Tenant's designated assignee) by Special Warranty Deed free and clear of all encumbrances except:

- a Taxes and assessments which shall be prorated to the closing date; and
- b Reservations, leases, restrictions, easements, and other encumbrances existing as of the date of this Lease and any other title exceptions and encumbrances, if any, approved by Tenant hereafter.

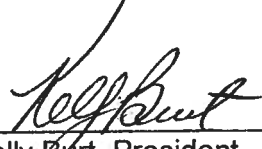
The Landlord will protect and defend Tenant and the Land against foreclosure or loss by reason of encumbrances created by or through the Landlord. Landlord shall not further encumber

the Land. The obligations of Tenant under this Lease shall cease after closing of said sale.

Whenever during the option period (August 31, 2011 through April 30, 2016 at 5:00 p.m.) Tenant shall desire to exercise this option, Tenant shall give Landlord written notice thereof by delivery of an earnest money contract with terms and provisions as specified in this option to purchase. Landlord, at Landlord's expense, will within ten (10) days after receipt of such notice, deliver, or cause to be delivered, to Tenant a preliminary title report or commitment by Aggieland Title Company (the "Company"). Defects in title, if any, shown by such report may be remedied by Landlord within five (5) days of notice to it of such defects, and it shall deliver to Tenant at the time of closing, at Landlord's expense, an Owner's Policy of Title Insurance, issued by said Company, in the amount of the purchase price, subject only to the encumbrances, exceptions, and reservations hereinabove mentioned. Landlord shall have no duty to cure title defects evidenced by the title commitment. All costs for closing the transaction (other than owners title policy, preparation of Special Warranty Deed and Landlord's/Seller's attorney fees, if any) shall be paid exclusively by Tenant. The purchase shall in any event be completed by conveyance of the Land and payment of the purchase price on or before the Termination Date of this Lease, otherwise this option shall be null and void.

LANDLORD:

KELLY BURT DOZER, INC.,
a Texas corporation

By: 
Kelly Burt, President

TENANT:

CCAA, L.L.C.
a Texas limited liability company

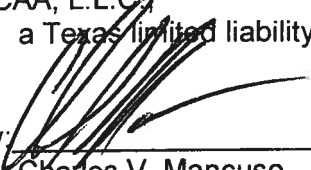
By: 
Charles V. Mancuso,
Operating Manager/President

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
OF A
27.67 ACRE TRACT
J. H. JONES SURVEY, A-26
BRAZOS VALLEY DISPOSAL FACILITY
BRAZOS COUNTY, TEXAS**

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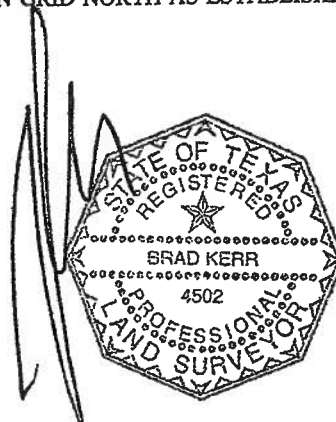
THENCE: S 40° 25' 13" W THROUGH SAID REMAINDER OF 74.77 ACRE TRACT AND ALONG THE NORTHWEST LINE OF SAID ELECTRICAL EASEMENT FOR A DISTANCE OF 980.66 FEET TO THE NORTHEAST LINE OF A CALLED 10.00 ACRE TRACT AS DESCRIBED BY A DEED TO CCAA,LLC RECORDED IN VOLUME 8858, PAGE 109 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

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THENCE: N 43° 23' 10" E ALONG THE COMMON LINE OF SAID REMAINDER OF 74.77 ACRE TRACT AND SAID 54.50 ACRE TRACT FOR A DISTANCE OF 967.88 FEET TO THE **POINT OF BEGINNING** CONTAINING 27.67 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-200C.MAB



LEGAL AUTHORITY



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Organization for CCAA, L.L.C. (file number 708990622), a Domestic Limited Liability Company (LLC), was filed in this office on May 25, 2001.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 03, 2011.



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

EVIDENCE OF COMPETENCY

EVIDENCE OF COMPETENCY

The evidence of competency for this permit application meets the requirements of 30 TAC §330.59(f). The following sections address each subsection of the regulation.

30 TAC §330.59(f)(1)

This regulation requires that the owner or operator submit a list of all Texas solid waste sites that the owner or operator has owned or operated within the last 10 years. The site name, site type, permit or registration number, county, and dates of operation shall also be submitted.

The Texas solid waste sites that have been owned or operated by CCAA, LLC, its subsidiaries, and/or affiliates within the last 10 years are:

<i>Site Name</i>	<i>Site Type</i>	<i>Permit/Registration/Authorization Number</i>	<i>County</i>	<i>Dates of Operation</i>
<i>Brazos Valley Recycling</i>	<i>Type 5RR</i>	<i>100200</i>	<i>Brazos</i>	<i>2009 to present</i>

30 TAC §330.59(f)(2)

This regulation requires that the owner or operator shall submit a list of all solid waste sites in all states, territories, or countries in which the applicant has a direct financial interest. The type of site shall be identified by location, operating dates, name, and address of the regulatory agency, and the name under which the site was operated.

The solid waste sites in all states, territories, or countries in which CCAA, LLC and/or affiliates have a direct financial interest are:

<i>Name Under Which Site Operated</i>	<i>Operating Dates</i>	<i>Location</i>	<i>Regulatory Agency Name/Address</i>
<i>Brazos Valley Recycling</i>	<i>2009 to present</i>	<i>Texas</i>	<i>Texas Commission on Environmental Quality P.O. Box 13087 Austin, TX 78711-3087</i>

30 TAC §330.59(f)(3)

This regulation requires that a licensed solid waste facility supervisor, as defined in Chapter 30 of this title (relating to Occupational Licenses and Registrations), be employed before commencing site operation.

CCAA, LLC will employ or train a licensed solid waste facility supervisor prior to the opening of the Brazos Valley Disposal Facility.

30 TAC §330.59(f)(4)

This regulation requires the names of the principals and supervisors of the owner's or operator's organization, together with previous affiliations with other organizations engaged in solid waste activities.

Mr. Charles Mancuso, Operating Manager/President, CCAA, LLC

Mr. Mancuso is the Operating Manager and President of CCAA, LLC. He established the Brazos Valley Recycling facility in 2009. This facility has grown rapidly under his direction and currently recycles approximately 198 tons of material monthly. Mr. Mancuso has more than 29 years of experience in the waste and earthmoving industries. He began his career as a Division Manager of BCS Stop N Go Potties. He served in this management capacity for 19 years and then purchased the business. He continues to operate this business today. Mr. Mancuso founded The Big Dumpster in 2006 as a business that rented roll-off boxes, dumpsters, and other waste storage and hauling containers. The long-haul component of this business was responsible for transporting more than 150 tons/day of construction and demolition waste. He continues to operate this business today. Mr. Mancuso has also provided individual contract earthwork with heavy equipment for 28 years through Charles Mancuso, Inc.

Mr. Henry Yanez, General Manager, Brazos Valley Recycling

Mr. Yanez is currently the General Manager of the Brazos Valley Recycling Center and is responsible for the management of 19 employees. Mr. Yanez has over 10 years of experience in the waste hauling and recycling industry. He was a driver for Texas Commercial Waste for 7 years and managed the waste haulers for Texas A&M University for 3 years. He has worked for Mr. Mancuso's recycling interests since 2006.

30 TAC §330.59(f)(5)

This regulation citation requires that the evidence of competency includes landfilling and earthmoving experience, as applicable and other pertinent experience and licenses by key personnel and the number and size of each type of equipment to be dedicated to the facility.

Key personnel, applicable experience and licensing is discussed in the previous section. Sufficient equipment will be provided at the facility to conduct site operations in accordance with the design of the facility, the method of landfill operations, the rate of waste acceptance, and the permit conditions. Part IV of this application provides a description, including the minimum number, size, type, and function, of the equipment to be utilized at the facility based on the estimated waste acceptance rate and other operational requirements. Part IV also describes the provisions for back-up equipment during periods of breakdown or maintenance of frontline equipment.

Subject to the description of equipment in Part IV, the following is a list of equipment generally expected to be available for use at the facility. Other equivalent types of equipment may be substituted for this equipment on an as-needed basis.

Estimated Waste Acceptance Rate (tpy)			0 to 350,000
Equipment Type	Typical/Size	Function	Number (Minimum)
Landfill Compactor	CAT 826C or equivalent, or larger	Waste and soil spreading and compaction	1
Bulldozer	CAT D7 or equivalent, or larger	Waste spreading, soil spreading and compaction, transportation of soil for firefighting, construction, and maintenance of on-site roads	1
Excavator	CAT 320 or equivalent	Excavation, loading of soil cover, transportation of soil for firefighting	1
Dump Truck	CAT 725 or equivalent	Transportation of cover soil and soil for fire fighting	1
Water Truck	2,000 gal	Dust control, firefighting, watering cover, and vegetation	1
Stormwater Pump	4-inch gas or 6-inch electric	Remove stormwater runoff from excavations	1

30 TAC §330.59(f)(6)

This regulation citation is applicable to mobile liquid waste processing units only, not landfills.

APPOINTMENT

CERTIFICATE OF COMPANY RESOLUTION

I, CHARLES V. MANCUSO, Operating Manager/President and sole Member of CCAA, L.L.C., do hereby certify that said Company is duly organized and existing under the laws of the State of Texas; that all franchise and other taxes required to maintain its existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Organization or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Texas and is in good standing in such State; that there is no provision of the Articles of Organization or regulations or Operating Agreement of said Company limiting the power of the Managers to pass the resolutions set out below and that the same is in conformity with the provisions of said Articles of Organization, regulations and Operating Agreement; that the Secretary is the keeper of the records and minutes of the proceedings of the Managers of said Company and that on the 27 day of May, 2011, a meeting of the sole Manager of said Company, was duly called and held in accordance with the law and the regulations of the Company, at which meeting all of the Managers were present; and that at said meeting the following resolution was duly and legally passed and adopted and that the same has not been altered, amended, rescinded or repealed and is now in full force and effect:

RESOLVED, that the Company, acting by and through Charles V. Mancuso, its Operating Manager/President, is hereby authorized and empowered to create one or more depository accounts with such banks or other financial institutions as may be deemed necessary or appropriate for funds, to sign checks, make deposits, withdrawals and inquiries relative to said accounts, on such terms and conditions as the Operating Manager/President shall deem appropriate and execute any and all documents to effectuate such accounts.

RESOLVED FURTHER, that the said Operating Manager/President of this Company is authorized and directed to take such other action to execute, without the attestation of any other officer or person, and deliver such signature cards, depository agreements and other additional instruments in the name of and on behalf of this Company and under its company seal or otherwise, to any and all banks and other depository institutions, and to take and do all such further acts and things that said officer of this Company shall deem necessary or proper (without the necessity of attestation by any other officer), in order to effectively (i) perform all of the obligations and agreements expressed to be kept and performed by this Company pursuant to the provisions of the such bank accounts, agreements and other bank instruments and (ii) consummate transactions contemplated with such accounts.

RESOLVED, that the Company, acting by and through Charles V. Mancuso, its duly authorized Operating Manager/President, is hereby authorized and empowered to purchase, sell, lease and mortgage real and personal properties and further to execute such contracts, deeds, leases, deeds of trust, mortgages, security agreements, settlement statements, certificates, affidavits and other related documents as are required to effectuate such purchases, sales, leases and mortgages covering said real and personal properties, and in connection therewith, to borrow from sellers of properties and/or lending institutions, as the Operating Manager/President may deem appropriate, such sums as necessary or desired for lines of credit for purchase prices and/or leases of the properties in furtherance of company purposes; and to sell or release same, on such terms and conditions as the

Operating Manager/President shall deem appropriate and execute any and all documents necessary to effectuate such conveyances, transfers and leases of said real and personal properties.


RESOLVED, that the Operating Manager/President of this Company, be hereby authorized to attest the signature of a Manager of this Company thereto, provided such attestation shall not be necessary for effectuating an act by such Operating Manager/President.

I further certify that the following person is the officer of the Company authorized to act and sign all necessary documents for the Company, without the attestation of any other person:

CHARLES V. MANCUSO, Operating Manager

CHARLES V. MANCUSO, President

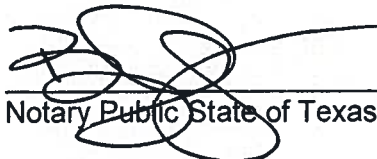
IN WITNESS WHEREOF, I have hereunto set my hand as Operating Manager/President of said Company this 27 day of May, 2011.



CHARLES V. MANCUSO,
Operating Manager/President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 27th day of May, 2011, by CHARLES V. MANCUSO, Operating Manager/President of CCAA, L.L.C., a Texas limited liability company, on behalf of said company.



Notary Public State of Texas



Operating Manager/President shall deem appropriate and execute any and all documents necessary to effectuate such conveyances, transfers and leases of said real and personal properties.

RESOLVED, that the Operating Manager/President of this Company, be hereby authorized to attest the signature of a Manager of this Company thereto, provided such attestation shall not be necessary for effectuating an act by such Operating Manager/President.

I further certify that the following person is the officer of the Company authorized to act and sign all necessary documents for the Company, without the attestation of any other person:

CHARLES V. MANCUSO, Operating Manager

CHARLES V. MANCUSO, President

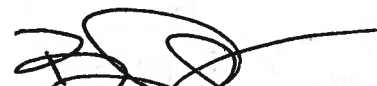
IN WITNESS WHEREOF, I have hereunto set my hand as Operating Manager/President of said Company this 27 day of May, 2011.



CHARLES V. MANCUSO,
Operating Manager/President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 27th day of May, 2011, by CHARLES V. MANCUSO, Operating Manager/President of CCAA, L.L.C., a Texas limited liability company, on behalf of said company.



Notary Public State of Texas

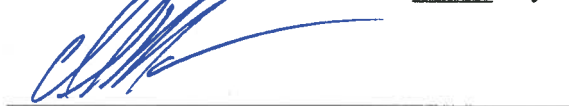


TPDES CERTIFICATION STATEMENT

TPDES CERTIFICATION

In accordance with 30 TAC §330.61(k)(3)(A), CCAA, LLC will obtain the appropriate TPDES permit coverage as required for this permit upon receipt of the permit or when otherwise required.

WITNESS MY HAND on this 3 day of June, 2011.



SWORN TO AND SUBSCRIBED before me by Charles Mancuso on the 3 day of June, 2011.


Notary Public

