



July 14, 2008

MC 124—Municipal Solid Waste Permits Section
Waste Permits Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

Dear Sir:

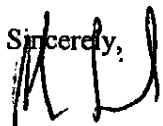
Enclosed please find an original copy of the Part I MSW application for Liquid Environmental Solutions' facility at 5119 East 7th Street, Austin, Texas 78702 along with our revised Core Data Form, two copies of the Site Operating Plan, the Site Development Plan. In addition, I have included the charts which show the ownership before and after the name change, a sworn statement as to the facts contained in this letter, the Amended and Restated Agreement of Limited Partnership of Liquid Environmental Solutions of Texas, L.P. and the Certificate of Formation of the Limited Liability Company. In addition, I have enclosed the application fee of \$150. This application is intended to serve as a name change modification.

On June 11, 2007, Liquid Environmental Solutions of Texas, LP changed its name to Liquid Environmental Solutions of Texas, LLC. This constitutes a name change under the TCEQ rules and governing statutes for the following reasons:

- The ownership of the entity remains essentially the same. Liquid Environmental Solutions of Texas, LP, was wholly owned by two wholly-owned subsidiaries of Liquid Environmental Solutions, Inc. Those intervening subsidiaries have now been dissolved, with all ownership remaining in the parent company.
- Assets and ownership of the parent company, Liquid Environmental Solutions, Inc., have not changed.
- The assets of the Liquid Environmental Solutions of Texas remain the same. As shown in the Core Data Form, LES of Texas, LLC continues to operate the same facilities at the same locations.
- The LLC retains all employees under the same terms and conditions.
- Financial assurance remains the same, although financial assurance documents will be modified to reflect the name change.
- The structure of Liquid Environmental Solutions of Texas remains the same.
- Operations of Liquid Environmental Solutions of Texas will remain the same.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call me at 858-481-8106 x12.

Sincerely,



Rich Leib

Executive Vice President and General Counsel

Liquid Environmental Solutions

11301 Newkirk Street, Dallas, TX 75229-3202 tel: 469.461.6000 fax: 469.461.6065 www.liquidenviro.com

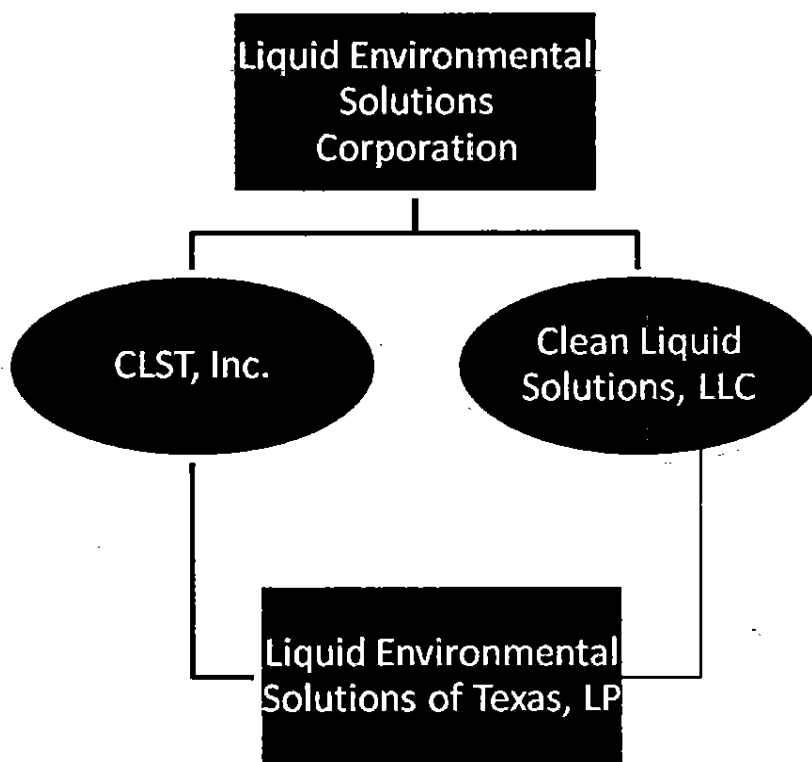
Ownership of Liquid
Environmental Solutions, LLC
(NEW)

Liquid
Environmental
Solutions
Corporation



Liquid Environmental
Solutions of Texas,
LLC

Ownership of Liquid Environmental Solutions, LP (OLD)





I am the Executive Vice President and General Counsel of Liquid Environmental Solutions Corporation, the sole member of Liquid Environmental Solutions of Texas, LLC, and as such, am authorized to execute this statement.

I have reviewed the information provided in the attached letter. I declare under penalty of perjury under the laws of the State of California that the information contained therein is full, true and correct to the best of my knowledge.

Executed on July 14, 2008 at San Diego, California.

By: _____

A handwritten signature in black ink, appearing to read "R Leib", is written over a horizontal line.

Name: Rich Leib

Title: Executive Vice President and General Counsel of Liquid Environmental Solutions Corporation, sole member of Liquid Environmental Solutions of Texas, LLC

06/11/2007 14:41 FAX 415 986 2827

FOLGER LEVIN & KAHN LLP

010/012

Form 205
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



Certificate of Formation
Limited Liability Company

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

JUN 11 2007

Corporations Section

The filing entity being formed is a limited liability company. The name of the entity is:

Liquid Environmental Solutions of Texas, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Patrick		Reilly	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

11301 Newkirk Street,	Dallas	TX	75229
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
LIQUID ENVIRONMENTAL SOLUTIONS CORPORATION				
<i>Organization Name</i>				
1801 Royal Lane, Suite 500	Farmers Branch	TX	USA	75229
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
<i>Street or Mailing Address</i>				
<i>City</i>		<i>State</i>	<i>Country</i>	<i>Zip Code</i>

IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
<i>Street or Mailing Address</i>				
<i>City</i>		<i>State</i>	<i>Country</i>	<i>Zip Code</i>

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The filing entity is formed under a plan of conversion. The converting entity is Liquid Environmental Services of Texas, L.P., a Texas limited partnership, located at 11301 Newkirk St. Dallas, TX 75229, and formed on October 18, 2002.



The name and address of the organizer:

Emily Yukich

Name

1900 Avenue of the Stars, 28th Floor

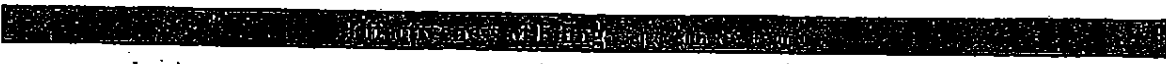
Los Angeles

CA 90067

Street or Mailing Address

City

State Zip Code



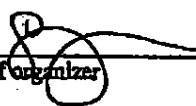
- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:



The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 6/6/07



Signature of organizer

**AMENDED AND RESTATED AGREEMENT
OF
LIMITED PARTNERSHIP
OF
LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS, L.P.**

This Amended and Restated Agreement of Limited Partnership (this "Agreement") of Liquid Environmental Solutions of Texas, L.P. (the "Partnership"), dated as of ~~April~~ ^{June} 6, 2007 is entered into by and between CLST, Inc., a Texas corporation, as the sole general partner of the Partnership (the "General Partner"), and Clean Liquid Solutions LLC, a Nevada Limited Liability Company, as the sole limited partner of the Partnership (the "Limited Partner"). R2 6/6/07

WHEREAS, on October 18, 2002, the General Partner and the Limited Partner (collectively, the "Partners") formed the Partnership as a Texas limited partnership pursuant to the Texas Revised Limited Partnership Act, Tex. Rev. Civ. Stat. Ann. art 6132a-1, as amended from time to time (the "Act"), by filing a Certificate of Limited Partnership of the Partnership with the Secretary of State of the State of Texas (the "Certificate of Limited Partnership"), and entered into an Agreement of Limited Partnership on that same date (the "Initial Agreement");

WHEREAS, on October 28, 2002, the Certificate of Limited Partnership was amended to change the name of the Partnership to Liquid Environmental Solutions, L.P.;

WHEREAS, on October 30, 2002, the Certificate of Limited Partnership was further amended to change the name of the Partnership to Liquid Environmental Solutions of Texas, L.P.;

WHEREAS, , the Partners wish to amend and restate the Initial Agreement to reflect the Partnership's current name and to authorize the Partnership to convert into a different type of entity by adopting a plan of conversion.

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the Partners hereby agree as follows:

**ARTICLE I
FORMATION OF PARTNERSHIP**

1.1 *Formation.* The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act.

1.2 *Name.* The name of the Partnership shall be Liquid Environmental Solutions of Texas, L.P. The business of the Partnership shall be conducted under such name or such other name as the General Partner may from time to time determine in its sole discretion.

1.3 *Registered Office; Registered Agent.* The registered office of the Partnership required by the Act to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate of Limited Partnership ("Certificate"). The registered

agent of the Partnership in the State of Texas shall be the initial registered agent named in the Certificate.

1.4 *Term.* The term of the Partnership shall commence upon the filing of the Certificate in accordance with the Act and shall continue in existence until December 31, 2050, or until the earlier dissolution of the Partnership as provided in this Agreement or pursuant to the Act.

ARTICLE II PURPOSE

2.1 *Purpose.* The purpose and nature of the business to be conducted and promoted by the Partnership shall be to conduct any business that may lawfully be conducted by a limited partnership organized pursuant to the Act.

2.2 *Powers.* The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and businesses of the Partnership.

ARTICLE III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS AND ALLOCATIONS

3.1 *Capital Contributions.*

(a) Simultaneously with the execution of this Agreement and in exchange for its Partnership Interest, the General Partner shall make an initial Capital Contribution as set forth on Exhibit A hereto.

(b) Simultaneously with the execution of this Agreement and in exchange for its Partnership Interest, the Limited Partner shall make an initial Capital Contribution as set forth on Exhibit A hereto.

(c) As used in this Section 3, "Partnership Interest" means, with respect to any Partner, its interest in the Partnership, including the right to receive distributions of Partnership assets and the right to receive allocations of income, gain, loss, deduction, or credit of the Partnership. The Partnership Interest of the General Partner and the Limited Partner shall be as follows:

<u>Partner</u>	<u>Partnership Interest</u>
General Partner	.01%
Limited Partner	99.99%

3.2 *Additional Capital Contributions of the Partners.* No Partner shall be required to make any Capital Contributions to the Partnership beyond those described in this Agreement or otherwise agreed to in writing by the Partner from whom such additional Capital Contribution is sought.

3.3 *Capital Account.* A separate capital account shall be established by the Partnership for each Partner in accordance with the Treasury regulations prescribed under Section 704(b) of the Internal Revenue Code.

3.4 *Distributions and Allocations.* All distributions of cash and other property, and all allocations of income, loss, gain, deduction and credit, shall be made in accordance with the Partners' respective Partnership Interests. In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury regulations Sections 1.704-1(b)(2)(ii)(b)(4)-(6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate such deficit in the capital account of such Partner as quickly as possible.

ARTICLE IV MANAGEMENT AND OPERATION OF BUSINESS

4.1 *General Authority and Powers of the General Partner.* Except as is otherwise provided in this Agreement or the Act, all decisions respecting any matter relating to the Partnership or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by the General Partner, and the General Partner shall have the exclusive right and full authority to manage, conduct, control and operate the Partnership's business.

4.2 *Powers and Duties of the Limited Partner.* Except as is otherwise provided for in this Agreement or the Act, the Limited Partner shall not participate in the management or control of the business affairs of the Partnership, transact any business on behalf of the Partnership, or have any power or authority to bind or obligate the Partnership.

ARTICLE V MERGERS

5.1 *Authority.* The Partnership may merge or consolidate with one or more corporations, business trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including, without limitation, a general partnership or limited partnership, formed under the laws of the State of Texas or any other state of the United States of America, pursuant to a written agreement of merger or consolidation, to the fullest extent permitted by the Act.

5.2 *Procedure for Merger or Consolidation.* Merger or consolidation of the Partnership pursuant to this Article V shall require the consent of both Partners.

ARTICLE VI POWER OF ATTORNEY

6.1 *Power of Attorney.* By the execution of this Agreement, the Limited Partner does irrevocably constitute and appoint the General Partner its true and lawful attorney-in-fact and agent to execute with full power and authority to act in its name, place and stead in executing all other documents which the General Partner deems necessary or reasonably appropriate:

- (a) to qualify or continue the Partnership as a limited partnership (or a partnership in which special partners have limited liability);
- (b) to reflect the dissolution and termination of the Partnership; or
- (c) to comply with any assumed name statute.

6.2 Nature of Power. The power of attorney granted herein:

- (a) shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive the dissolution, liquidation or termination of the Limited Partner;
- (b) may be exercised by the General Partner for the Limited Partner (or any successor Limited Partner) by listing the Limited Partners required to execute any such instrument with a simple, signature of the General Partner acting as attorney-in-fact for it, or in such other manner, including by facsimile signature, as the General Partner may deem appropriate; and
- (c) shall be binding on any assignee or vendee of a Partnership Interest by the Limited Partner, or any portion thereof including only the distributive rights relating thereto.

**ARTICLE VII
TRANSFERABILITY OF INTERESTS**

7.1 Transferability of Interests. No interest in the Partnership can be transferred or assigned, and no transferee and no assignee shall be admitted as a Partner in the Partnership, unless all of the Partners consent to such transfer or arrangement.

**ARTICLE VIII
DISSOLUTION**

8.1 Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon:

- (a) the expiration of its term as provided in Section 1.4;
- (b) the withdrawal of the General Partner or the occurrence of any other event that results in its ceasing to be the General Partner;
- (c) an election to dissolve the Partnership by the General Partner;
- (d) the bankruptcy of the General Partner; or
- (e) the sale of all or substantially all of the Partnership's assets.

8.2 Liquidation. Upon dissolution, the Partnership shall distribute its assets to the Partners in accordance with their respective positive capital accounts balances.

ARTICLE IX LIABILITY OF PARTNERS

9.1 *Liability Among Partners; Indemnification.* No Partner shall be liable or obligated to any other Partner or to the Partnership for any mistake of fact or judgment made by a partner in fulfilling its obligations to the Partnership pursuant to this Agreement that results in any loss to the Partnership unless fraud or willful misconduct shall be proven in a court of law, irrespective and without regard to any negligence or gross negligence on the part of such Partner. To the fullest extent permitted by the Act or other applicable law, the General Partner and its officers, directors and employees shall be indemnified and held harmless by the Partnership for and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the General Partner's management of the Partnership affairs or to any Person's acting as an officer, director or employee of the General Partner with respect to the Partnership affairs, irrespective and without regard to any negligence or gross negligence on the part of the General Partner or any of its officers, directors or employees; provided, however, that neither the General Partner nor any officer, director or employee shall be entitled to indemnification hereunder where the claim at issue is based upon: (a) a matter entirely unrelated to the General Partner's management of the Partnership affairs; (b) the proven fraud or willful misconduct of the General Partner or any of its officers, directors or employees; or (c) the proven breach by the General partner of any provision of this Agreement. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and recourse to which the General Partner or any of its officers, directors or employees shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity.

ARTICLE X CONVERSIONS

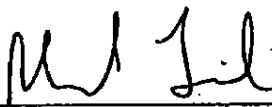
10.1 *Authority.* The Partnership may convert into a different type of domestic entity by adopting a plan of conversion in accordance with Sections 10.101 and 10.103 of the Texas Business Organizations Code.

10.2 *Procedure for Conversion.* Conversion of the Partnership pursuant to this Article X shall require the consent of both Partners.

IN WITNESS WHEREOF, the General Partner and the Limited Partner have caused this Agreement to be executed by their respective duly authorized officers effective on the date first set forth above.

GENERAL PARTNER

CLST, INC.

By: 
Name: Richard Leib
Title: Executive Vice President / Secretary

LIMITED PARTNER

CLEAN LIQUID SOLUTIONS LLC

By: Its Sole Member
By: Liquid Environmental Solutions Corporation

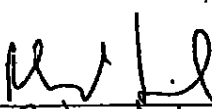
By: 
Name: Richard Leib
Title: Executive Vice President / Secretary

EXHIBIT A
CONTRIBUTED ASSETS

<u>Name and Address of Partner</u>	<u>Partnership Interest</u>	<u>Initial Capital Contribution</u>
CLST, Inc. 4960 Singleton Blvd. Dallas, Texas 75212	.01%	\$1.00
Clean Liquid Solutions LLC c/o Kirk S. Schumacher 6100 Neil Road, Suite 500 Reno, Nevada 89511-1132	99.99%	\$99.00

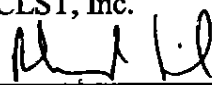
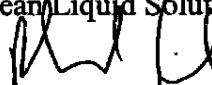
600152001\443413.1

**PLAN OF CONVERSION FOR
LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS, L.P.**

This Plan of Conversion is adopted as of ~~April~~ ^{June} 6, 2007, by both partners of Liquid Environmental Solutions of Texas, L.P., a Texas limited partnership (the "Limited Partnership"), for the purpose of converting the Limited Partnership into Liquid Environmental Solutions of Texas, LLC, a Texas limited liability company (the "LLC"), in accordance with Chapter 10 of the Texas Business Organizations Code. R 6/6/07

1. The converting entity is the Limited Partnership.
2. The converted entity is the LLC.
3. The Limited Partnership is continuing its existence in the organizational form of the LLC.
4. The LLC is a Texas limited liability company.
5. Each outstanding partnership interest in the Limited Partnership shall be converted into a membership interest in the LLC, with the economic interests of the respective partners of the Limited Partnership immediately before the conversion being the same as their respective economic interests as members of the LLC immediately after the conversion.
6. The Certificate of Conversion of a Limited Partnership Converting to a Limited Liability Company (Form 642) and the Certificate of Formation for the LLC (Form 205) are attached hereto as Exhibit A. This Plan of Conversion shall become effective as of the effective date of the filing of these forms in the Office of the Texas Secretary of State.
7. All rights, title, and interests to all property owned by the Limited Partnership continues to be owned, subject to any existing liens or other encumbrances on the property, by the LLC in the new organizational form without: (A) reversion or impairment; (B) further act or deed; or (C) any transfer or assignment having occurred.
8. All liabilities and obligations of the Limited Partnership continue to be liabilities and obligations of the LLC in the new organizational form without impairment or diminution because of the conversion.
9. The partners of the Limited Partnership shall, from time to time, as and when requested by the manager of the LLC, execute and deliver all such further documents and instruments and take such other further actions necessary or desirable to carry out the intent and purposes of this Plan of Conversion.
10. This Plan of Conversion has been duly approved and adopted by the unanimous consent of the partners of the Limited Partnership as evidenced by their signatures below, and may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Plan of Conversion to be executed as of the date first set forth above.

<p>GENERAL PARTNER:</p> <p>CLST, Inc.</p>  <hr/> <p>By: Richard Leib Its: Executive Via Print / Secretary</p>	<p>LIMITED PARTNER:</p> <p>CleanLiquid Solutions LLC</p>  <hr/> <p>By: Richard Leib Its: Executive Via Print / Secretary</p>
---	---

60015\2001\542970.1