

BUTLER | SNOW

May 19, 2008

Eddie Roberson, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37219

filed electronically in docket office on 05/20/08

Docket No. 00-00511

Re: In the Matter of the Petition of Total Environmental Solutions, Inc. to Cancel its Certificate of Public Convenience and Necessity an Order Authorizing the Issuance of Securities and the Assumption of Obligations

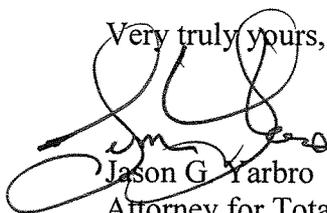
Dear Chairman Roberson:

Enclosed are the original and four copies of the above-referenced Petition of Total Environmental Solutions, Inc. ("TESI") for the cancellation of its Certificate of Public Convenience and Necessity. A copy of this filing has been made electronically.

TESI respectfully requests expedited treatment of this Petition.

Please contact me if you have any questions.

Very truly yours,



Jason G. Yarbro
Attorney for Total Environmental Solutions, Inc.

JGY:kk
Enclosures
cc: Bill Schoening
James Funderburk

Post Office Box 171443
Memphis, TN 38187-1443

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BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

3. TESI obtained a Certificate of Public Convenience and Necessity ("CCN") for the System by Order Approving Transfer of Authority dated October 30, 2000 (Docket #00-00511).

4. TESI has entered into a Purchase and Sale Agreement with Candlewood Lakes Property Owners Association, Inc., a Tennessee non-profit corporation whose members are the customers of the System ("Candlewood"), a copy of which is attached hereto as Exhibit A (the "Purchase and Sale Agreement"), whereby TESI will transfer the System to Candlewood.

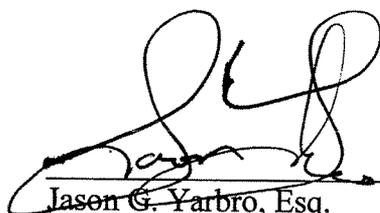
5. TESI seeks cancellation of the CCN by the Authority, effective as of the Closing (as defined in the Purchase and Sale Agreement).

WHEREFORE, PREMISES CONSIDERED, PETITIONER PRAYS THAT:

1. The Authority cancel the CCN as of the Closing under the Purchase and Sale Agreement;
- and
2. TESI have such other relief as it might be entitled to in this cause.

TOTAL ENVIRONMENTAL SOLUTIONS, INC.

By: 
Name: Brian Rivet
Its: President



Jason G. Yarbro, Esq.
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
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Office: (901)680-7306
Fax: (901)680-7201
E-mail: jason.yarbro@butlersnow.com
ATTORNEY FOR PETITIONER,
TOTAL ENVIRONMENTAL SOLUTIONS, INC.

STATE OF LOUISIANA)
)
PARISH OF TERREBONNE)

Brian Rivet, upon oath, says that he is
President of TOTAL ENVIRONMENTAL SOLUTIONS, INC., a
Louisiana corporation, Petitioner in the above-entitled cause; that as such officer of said
Corporation, he has executed the foregoing Petition and has authority to do so; that he has read
said Petition and knows the contents thereof; and that the statements therein contained are true to
the best of his knowledge, information and belief.

Brian Rivet
Brian Rivet, President

SWORN TO AND SUBSCRIBED before me this 13th day of May,
2008.

My Commission Expires:
A Death

James M. Funderburk
Notary Public

JAMES M. FUNDERBURK
NOTARY PUBLIC
Parish of Terrebonne, State of Louisiana
My Commission Is For Life
Bar Roll Number 5785

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2008 by Total Environmental Solutions, Inc., a Louisiana corporation ("Seller"), and Candlewood Lakes Property Owners Association, Inc. a Tennessee non-profit corporation ("Candlewood").

WHEREAS, Seller owns and operates the Candlewood Lakes Water System (as defined herein), a water system that services the Candlewood Lakes subdivision, a residential subdivision located in Hardeman County, Tennessee;

WHEREAS, Buyer is non-profit homeowners association whose membership is composed of all of the users of the Candlewood Lakes Water System;

WHEREAS, the Candlewood Lakes Water System is in need of permanent repairs and, Candlewood desires to take control of the Candlewood Lakes Water System, its operations, maintenance and repairs and be responsible for procuring funding for the Candlewood Lakes Water System;

WHEREAS, the parties desire for the System to be transferred to Candlewood in accordance with Tenn. Code Ann. §65-4-112(b);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants herein contained, the parties agree as follows:

ARTICLE 1 SALE AND PURCHASE OF THE ASSETS

1.1. Assets. Subject to and upon the terms and conditions set forth in this Agreement, at the Closing (as defined herein), the Seller will sell, transfer, convey, assign and deliver to Buyer and Buyer will purchase or acquire from Seller, all right, title and interest of Seller in and to the following assets comprising or related to Public Water System #000797 (collectively the "System" or "Candlewood Lakes Water System"):

(a) certain real property consisting of 1.15 acres located and shown on plat of record in Plats 1 through 6, Candlewood Lakes Subdivision as recorded at pages 71 through 76 and page 100 in Plat Book 3 in the Hardeman County, Tennessee Register's Office, said Water Plant Site located between Lots 1177 and 1284 of said Subdivision as above described and recorded; as more particularly described in Exhibit A attached hereto.

(b) the water facility and related improvements located on the Real Property, including the water well, water tower, well house, and any inventory such as pumps, valves, fittings and pipe, together with the entire water distribution system consisting of pipes, valves, fittings and the water well and related appurtenances;

and (c) a 1994 White Toyota 1/2-ton pickup truck, VIN#4TARN81AORZ195990;

(d) any and all contractual and attendant rights to collect water dues from lot purchasers of Candlewood Lakes Corporation lots within Candlewood Lakes Subdivision as provided for in Record Book P-5, page 200 in the Hardeman County, Tennessee Register's Office;

ARTICLE II THE CLOSING

2.1. Place and Date. The closing of the sale and purchase of the Assets described in Section 1.1 (the "Closing") shall take place at 10:00 A.M. local time on the ____ day of February, 2008 (the "Expected Closing Date"), at such place upon which the parties may agree. The day on which the Closing actually occurs is herein sometimes referred to as the "Closing Date". At Closing, the Seller shall deliver to Buyer the Quit Claim Deed in substantially the form attached hereto as Exhibit B, the Bill of Sale in substantially the form attached hereto as Exhibit C, and Assignment and Assumption Agreement in the form attached hereto as Exhibit D.

2.2. Purchase Price. On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to pay or cause to be paid to Seller an aggregate of \$1.00 (the "Purchase Price") and to assume the Assumed Obligations as provided in Section 2.4.

2.3. Prorations: Taxes; Utilities; Rents. All taxes, assessments, utility charges, rents and similar expenses payable under the Lease will be prorated as of 12:01 A.M. on the Closing Date on the basis of a 365-day year.

2.4. Assumption of Assumed Obligations. (a) At Closing, by executing and delivering to Seller an assumption agreement in form satisfactory to Seller, Buyer shall assume and agree to pay, honor and discharge (i) obligations arising from and after the Closing Date for business conducted or events occurring on or after the Closing Date; (ii) all repairs, operations, maintenance of the System and procuring funding for the operating, maintaining and any repairing of the System, including without limitation, the repairs currently needed to be made to the System; (iii) obligations related to maintaining and keeping the System in compliance with all federal and state regulations (collectively, the "Assumed Obligations").

2.5. Consent of Third Parties. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or transfer any governmental approval, instrument, contract, permit or other agreement or arrangement or any claim, right or benefit arising thereunder or resulting therefrom if an assignment or transfer or an attempt to make such an assignment or transfer without the consent of a third party would constitute a breach or violation thereof or affect adversely the rights of Buyer or Seller thereunder; and any transfer or assignment to the Buyer by Seller of any interest under any such instrument, contract, lease, permit or other agreement or arrangement that requires the consent of a third party shall be made subject to such consent or approval being obtained.

**ARTICLE III
REPRESENTATIONS**

3.1. Representations of Seller. As of the date hereof and as of the Closing Date, Seller represents and warrants to Buyer as follows:

3.1.1. Authorization, etc. Seller has the corporate power and authority to make, execute and deliver this Agreement, to perform fully its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, performance and delivery by Seller of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite corporate action of Seller. Seller has duly executed and delivered this Agreement. This Agreement is a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms.

3.1.2. Corporate Status. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana with full power and authority to enter into this Agreement. Seller is duly authorized to conduct business in the State of Tennessee.

3.1.3. Warranties. Notwithstanding anything to the contrary set forth in this Agreement, the System shall be conveyed in "AS IS" condition. Buyer acknowledges that in purchasing the aforementioned System has been given the opportunity to investigate and study the System including, without limitation, the opportunity to conduct its own physical inspections of the System and that Buyer is not relying on any representation or warranty of Seller regarding the physical, or other condition of the System; (i) Buyer has entered into this Agreement, and if Buyer shall close on the purchase of the Assets hereunder Buyer will do so on the basis of its own investigations and inspections of the System and on the basis that it is suitable for Buyer's purposes; and (ii) Buyer will acquire the System in an "as is" condition and shall assume the risks that adverse physical conditions may not have been revealed by its investigation subject to any representations and warranties of Seller, but Seller specifically disclaims making any such representation or warranty including, but not limited to, warranties of fitness, merchantability, fitness for a particular purpose. Buyer further acknowledges that Seller's willingness to sell the System to Buyer has been induced, in part, by the agreement of Buyer to buy the System "AS IS" with no representations or warranties whatsoever, except as may otherwise be expressly set forth herein.

3.1.4 Brokers. The Seller has no liability or obligation to pay any broker, finder, advisory or other fees or commissions to any broker, finder, agent or investment banker with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

3.2. Representations of the Buyer. As of the date hereof and as of the Closing Date, the Buyer represents and warrants to Seller as follows:

3.2.1. Corporate Status: Authorization, etc.

(a) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee;

(b) Buyer is a nonutility as defined by §65-4-101 pursuant to the provisions of Tenn. Code Ann. §65-4-101(6)(E) and/or Tenn. Code Ann. §65-4-101(7);

(c) every user of the System and every property owner who may be entitled to use the System is a member of the Buyer; and

(d) Buyer has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, performance and delivery by the Buyer of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite corporate action of such Buyer. The Buyer has duly executed and delivered this Agreement. This Agreement is a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

3.2.2. No Conflicts, etc. The execution, delivery and performance by the Buyer of its obligations under this Agreement and the consummation of the transactions contemplated hereby, do not and will not conflict with or result in a violation of or under (with or without the giving of notice or the lapse of time, or both) (i) the charter, bylaws, or other organizational documents of the Buyer, (ii) any applicable law applicable to the Buyer or any of its properties or assets or (iii) any contract, agreement or other instrument applicable to the Buyer or any of its properties or assets, except, in the case of clause (iii), for violations and defaults that, individually and in the aggregate, have not and will not materially impair the ability of the Buyer to perform its obligations under this Agreement.

3.2.3. Brokers. The Buyer has no liability or obligation to pay any broker, finder, advisory or other fees or commissions to any broker, finder, agent or investment banker with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

ARTICLE IV COVENANTS

4.1. Inspection. From and after the date of execution of this Agreement, Buyer and Buyer's agents, employees and independent contractors shall have the right and privilege to enter upon the Real Property to survey and inspect the System at Buyer's sole cost and expense. Buyer hereby covenants and agrees to indemnify and hold harmless Seller from any and all loss, liability, cost, claim, demand, damage, action, cause of action and suit arising out of or in any manner related to the exercise by Buyer of Buyer's rights under this section.

4.2. Good Faith Efforts. The Seller and Buyer agree to use all reasonable good faith efforts to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated hereby by the Expected Closing Date.

4.3. Access to Information. In conjunction with the inspections contemplated by Section 4.1, the Seller will make available to Buyer in a timely fashion all materials relating to the System reasonably requested by Buyer and its employees, representatives, engineers, consultants, and agents to conduct those tests and investigations that Buyer reasonably deems necessary to inspect the System; and the Seller will cooperate fully with Buyer and its employees, representatives, engineers, consultants or agents in their performance of any tests or investigations.

ARTICLE V TERMINATION AND REMEDIES

5.1. Termination. This Agreement may be terminated at any time prior to the Closing Date by (a) the written agreement of the Buyer and Seller; or (b) either the Buyer or Seller by the delivery of a notice of termination and a termination fee of Ten Dollars (\$10.00).

5.2. Effect of Termination. In the event of the termination of this Agreement pursuant to the provisions of Section 6.1, this Agreement shall become void and have no effect, without any liability to any person in respect hereof or of the transactions contemplated hereby on the part of any party hereto, or any of its directors, officers, employees, agents, consultants, representatives, advisers, stockholders or Affiliates, except for any liability resulting from such party's breach of this Agreement.

ARTICLE VI EXPENSES; ETC.

6.1. Expenses. Except as provided herein, Seller on the one hand, and the Buyer, on the other hand, shall bear their respective expenses, costs and fees (including, without limitation, attorneys' and consultants' fees) incurred in connection with the transactions contemplated hereby, including the preparation, execution, delivery and performance of this Agreement, compliance herewith and completion of due diligence. Seller shall pay for preparation of the bill of sale and assignment and the Assumption Agreement. Buyer shall pay for transfer taxes, recording expenses, title examination, title insurance, environmental and other assessments, and all expenses incident to the financing, if any, obtained for the purchase of the Assets.

6.2. Severability. If any provision of this Agreement, including any phrase, sentence, clause, section or subsection is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

6.3. Miscellaneous.

6.3.1. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

6.3.2. Entire Agreement. This Agreement (including the Schedules and documents referred to herein) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

6.3.3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

6.3.4. Governing Law, etc. This Agreement shall be governed in all respects by the internal laws of the State of Tennessee, without giving effect to the conflict of laws principles that would require the application of any other law.

6.3.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

6.3.6. Assignment. This Agreement shall not be assignable or otherwise transferable by any party hereto without the prior written consent of the other party hereto.

6.3.7. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

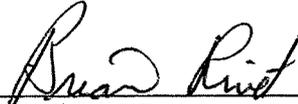
6.3.8. Amendment; Waivers, etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Buyer and the Seller. The waiver by any party of a breach of any provision shall not operate as a waiver of any other or subsequent breach.

6.3.9. Time of Essence. With regard to all dates and time periods set forth or referred to herein, time is of the essence.

6.3.10. Further Assurances. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as a part of their respective obligations under this Agreement and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

TOTAL ENVIRONMENTAL SOLUTIONS, INC., a Louisiana corporation



BRIAN RIVET

Title: PRESIDENT

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee non-profit corporation

Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

TOTAL ENVIRONMENTAL SOLUTIONS, INC., a Louisiana corporation

Title: _____

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee non-profit corporation

Hayman Le Humes

Title: *President*

EXHIBIT A
PROPERTY DESCRIPTION

The Waterworks and Water Plant Site consisting of 1.15 acres located and shown on a plat of record in Plats 1 through 6, Candlewood Lakes Subdivision as recorded at pages 71 through 76 and page 100 in Plat Book 3 in the Hardeman County, Tennessee Register's Office, said Water Plant Site located between Lots 1177 and 1284 of said Subdivision, as above described and recorded; together with and including all improvements thereon and all persons, property and easements constituting and being a part of the water utility and water system within Candlewood Lakes Subdivision, and including any and all contractual and attendant rights to collect water dues from lot purchasers of Candlewood Lakes Corporation lots within Candlewood Lakes Subdivision as provided for in Record Book P-5, page 200 in said Register's Office.

**EXHIBIT B
QUIT CLAIM DEED**

This instrument prepared by and return to:
Jason G. Yarbrow
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
6075 Poplar Avenue, 5th Floor
Memphis, Tennessee 38119

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **TOTAL ENVIRONMENTAL SOLUTIONS, INC.**, a Louisiana Corporation ("Grantor"), for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, release, quit claim, and convey unto **CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC.**, a Tennessee non-profit corporation ("Grantee"), all of its right, title, and interest in and to the following described real estate (the "Property") located in the County of Hardeman, State of Tennessee, to-wit"

All that certain real estate described in **Exhibit "A"** attached hereto and incorporated herein by reference.

This conveyance is made pursuant to the purchase and sale agreement between the Grantor and Grantee dated as of ____ ____, 2008, and recorded in the Hardeman County Register's Office.

IN TESTIMONY WHEREOF, Grantor has executed this instrument this the ____ day of _____, 2008.

**TOTAL ENVIRONMENTAL SOLUTIONS,
INC.**

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF LOUISIANA
PARISH OF TERREBONNE

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, and _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be _____ and _____ of TOTAL ENVIRONMENTAL SOLUTIONS, INC., a Louisiana Corporation, the within named bargainor, a corporation, and that they as much _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as _____ and _____.

WITNESS my hand and seal, at office this _____ day of _____, 2008.

NOTARY PUBLIC

My Commission Expires: _____

* * * * *

(FOR RECORDING DATA ONLY)

Tax Parcels:

Property address:

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ _____.

Name and Address of New Owner:

Candlewood Lakes Property Owners Association, Inc.

Affiant

Mail tax bills to: (Person or Agency responsible for payment of taxes):

Subscribed and sworn to before me this ___ day of _____, 2008.

Candlewood Lakes Property Owners Association, Inc.

Notary Public

My commission expires: _____

EXHIBIT C
BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made and executed as of the ____ day of June, 2007 by and between Total Environmental Solutions, Inc., a Louisiana corporation ("TESI"), and Candlewood Lakes Property Owners Association, Inc. a Tennessee non-profit corporation ("Candlewood").

WHEREAS, TESI and Candlewood are parties to a certain Purchase and Sale Agreement dated as of the ____ day of _____, 2008 (the "Agreement"), providing, inter alia, for the execution and delivery of this Bill of Sale.

NOW, THEREFORE, in consideration of the premises, TESI and Candlewood agree as follows:

1. TESI does hereby assign, transfer and convey to Candlewood all of TESI's right, title and interest in the 1994 White Toyota 1/2-pickup truck, VIN#4TARN81AORZ195990, the water facility, including the water tower, well house, all inventory including pumps, valves, fittings, pipe, water distribution system consisting of pipes, valves, fittings, water well and all of TESI's right, title and interest in the items described on Exhibit A incorporated herein.

2. Notwithstanding any provision of this Bill of Sale, this Bill of Sale is not intended to create any broader representations or warranties than those contained in the Agreement; therefore, in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement, including the disclaimer and other provisions set forth in Section 3.1.3 of the Agreement, shall govern and be controlling.

3. This Bill of Sale may be executed in counterparts and shall be effective and binding on all parties upon the signature of the last party to execute this Bill of Sale.

IN WITNESS WHEREOF, TESI and Candlewood each acting through its duly authorized managers, members or officers, have caused this Bill of Sale to be executed and delivered as of the date first written above.

TOTAL ENVIRONMENTAL SOLUTIONS, INC.

By: _____

Title: _____

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Title: _____

EXHIBIT D
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment and Assumption Agreement") is made and executed as of the ___ day of _____, 2008 by and between Total Environmental Solutions, Inc., a Louisiana corporation ("TESI"), and Candlewood Lakes Property Owners Association, Inc. a Tennessee non-profit corporation ("Candlewood").

RECITALS

WHEREAS, TESI and Candlewood are parties to a certain Purchase and Sale Agreement dated as the ___ day of _____, 2008 (the "Agreement"), providing, inter alia, for the execution and delivery pursuant to which TESI agreed to assign and Candlewood agreed to assume all liabilities and responsibilities relating to the water system that services the Candlewood Lakes subdivision .

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the:

1. TESI does hereby assign to Candlewood all of TESI's right title and interest in and to the contracts between the System and subdivision residents and all other contracts of and related to the System and all responsibilities and obligations thereunder (collectively the "Contracts and Obligations").

2. Candlewood does hereby assume the (a) Assumed Obligations (as defined in the Agreement) and (b) Contracts and Obligations.

3. Notwithstanding any provision of this Assignment and Assumption Agreement, this Assignment and Assumption Agreement is not intended to create any broader representations or warranties than those contained in the Agreement; therefore, in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement, including the disclaimer and other provisions set forth in Section 3.1.3 of the Agreement, shall govern and be controlling.

4. This Assignment and Assumption Agreement may be executed in counterparts and shall be effective and binding on all parties upon the signature of the last party to execute this Assignment and Assumption Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement (or have caused it to be executed by their duly authorized representatives) to be effective as of the day and year first written above.

TOTAL ENVIRONMENTAL SOLUTIONS, INC.

By: _____

Title: _____

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Title: _____

Memphis 366685v.5