

CONSENT FOR ACCESS TO PROPERTY

Property Address: 62-150 Gene Welmas Drive, Mecca, California

Name of Property Owner or Agent: Cabazon Band of Mission Indians (hereinafter "Cabazon")

Owner/Agent's Address: 84-245 Indio Springs Parkway Indio, California 92203-3499

Name of Facility Operator or Agent: Western Environmental, LLC, dba Western Environmental Inc. and WRT Indio, LLC (hereafter collectively "WEI")

WEI hereby gives consent to and authorizes the California Environmental Protection Agency and its Boards, Departments and Offices, including the Department of Toxic Substances Control ("DTSC"; the term "DTSC" includes DTSC's officers, employees, contractors and other duly authorized representatives); the Department of Resources Recycling and Recovery; and their officers, employees, contractors and other duly authorized representatives (hereafter the "Authorized Parties"), to enter and have access to the Property located at the address indicated above for the following purpose:

To review and copy on the Property the following documents:

- a. Copies of all tribal facility assessment reports and other documents regarding the operations, management and facility design of the WEI Facility;**
- b. Copies of all facility assessment reports and any other documents, records and correspondence received from the United States Environmental Protection Agency related to WEI and/or the WEI Facility;**
- c. Copies of operating manuals and procedures for WEI's and/or the WEI Facility's handling of solid and liquid wastes;**
- d. Copies of waste characterization and confirmation sampling procedures, including sampling plans and analytical methods, and the identity of the persons or entities performing waste characterization or confirmation sampling of wastes received or treated by WEI and/or the WEI Facility; and**
- e. Copies of the environmental regulatory program of Cabazon and any and all rules and requirements adopted or issued by Cabazon that apply to WEI and/or the WEI Facility, including, but not limited to, activities involving hazardous wastes, hazardous materials, nonhazardous wastes, former liquid waste storage ponds, underground storage tanks, and above-ground storage tanks;**
- f. Copies of any and all reports, documents, records submitted by WEI and/or the WEI Facility to Cabazon in the last 5 years; and**

g. Copies of any and all other records related to WEI's and/or the WEI Facility's operations in the last 5 years.

WEI agrees to provide the Authorized Parties for review and copying on the Property the above described documents to the extent that such documents are in WEI's control or possession, except for documents or information covered by the attorney-client privilege, or other privileges under applicable law, and WEI may identify documents containing trade secrets or confidential business information that are to be maintained as confidential under applicable law.

The above described consent to access the Property ("Consent for Access") for the express purpose stated herein is granted exclusively to DTSC, an Authorized Party. This Consent for Access may be extended to the other Authorized Parties upon written request to WEI. Nothing contained herein is intended to, and shall not be construed to, impose any contractual or legal obligations on WEI to provide access to the Authorized Parties for any purpose or to provide any documents to the Authorized Parties.

Nothing contained herein shall grant, or be construed to grant DTSC any jurisdiction over the Cabazon Band of Mission Indians or the Cabazon Indian Reservation, or over any other Indian tribe or Indian reservation in the State of California.

This Consent for Access is given voluntarily and may be revoked at any time by giving written notice thereof to DTSC.

WEI and DTSC further agree that the Consent for Access will be based on the understandings set out in this document including:

a. DTSC shall notify the designated representative of WEI at least seventy two (72) hours or as otherwise agreed by WEI prior to each entry onto the Property.

b. The access provided herein shall be effective upon execution of this document and shall remain in effect for 60 days from the effective date or until September 30, 2011, whichever is later, unless revoked as provided herein. Access shall be available during business hours or as otherwise agreed by WEI. DTSC may return and enter the Property for further review and copying of documents provided to DTSC by WEI only.

c. DTSC will share with WEI their work product and assessment generated or made as a result of gaining access to the Property within ninety (90) days after termination of the period of access granted herein. DTSC reserves its rights to withhold records that are exempt from disclosure under the California Public Records Act (Gov. Code, §6250 et seq.), including records covered by the attorney-client privilege and other privileges under applicable law.

d. To the extent feasible, DTSC will schedule its activities so as to minimize conflicts with ongoing business operations and WEI's required

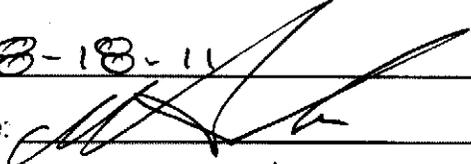
implementation of tasks identified in the Administrative Order on Consent, EPA Docket No. RCRA 7003-09-2011-002, in the Matter of Western Environmental, LLC dba Western Environmental Inc. and WRT Indio, LLC.

e. Prior to access of the Property by the Authorized Parties for any other purpose not expressly contained herein, including, but not limited to, obtaining samples of soil, water, air or other media, the Authorized Party requesting access must enter into a separate access agreement with WEI.

f. Additional, more specific details of how the document review will be conducted, including, without limitation, the scope of document review and timing of activities, will be included in a technical document review plan (the "WEI-DTSC Document Review Plan"; attached hereto as Exhibit A), which is incorporated into this agreement. In the event of a conflict between this Consent for Access and the WEI-DTSC Document Review Plan, the WEI-DTSC Document Review Plan will control.

I certify that I am the authorized agent for WEI and that I have the authority to grant such access.

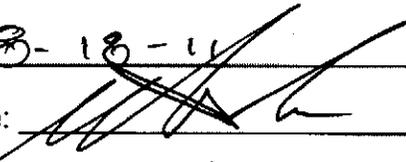
Date: 8-18-11

Signature: 

Print Name and Title: William Carr - Managing member

Representing Western Environmental, LLC dba Western Environmental Inc.

Date: 8-18-11

Signature:  for Mark Ward

Print Name and Title: Mark Ward - Managing member

Representing WRT Indio, LLC

Date: August 18, 2011

Signature: Odette Madriago

Print Name and Title: Odette Madriago, Acting Chief Deputy Director

On behalf of the Department of Toxic Substances Control

EXHIBIT A
WEI-DTSC DOCUMENT REVIEW PLAN
August 18, 2011

Roberto Kou of DTSC, and George Bower, representing WEI, will serve as the document review coordinators.

1. WEI will make available for review by DTSC plans and documents, including:
 - Facility inspection reports
 - Manifest for Cal hazardous waste entering WEI
 - Waste profiles and analytical reports
 - Incoming material and treatment mass balance
 - Facility operating plans and manuals
 - Other available records as requested
2. The records review is to be limited to documents related to the management of California non-RCRA hazardous waste and the clean, treated soils on-site. WEI has the right to remove customer lists from documents under review, including the redaction of customer list information from any documents DTSC may copy. WEI has the right to assert a claim of confidential business information or trade secrets for information contained in documents reviewed or copied by DTSC. DTSC will maintain the confidentiality of the confidential business information or trade secrets in accordance with applicable law, including the California Public Records Act (Government Code sections 6250 et seq.); California Code of Regulations, title 22, section 66260.2; Evidence Code section 1060; and Health and Safety Code sections 25173, 25185(d) and 25358.2.
3. DTSC may copy all documents made available for review. WEI will provide access to its copy machine for a cost of \$0.05/copy. No color copy capabilities are available at the facility.
4. WEI will make available for review documents and records dating back five years from the date of the document review. It is understood that DTSC may sample records for review, though there is no prohibition against the review of all applicable records.
5. DTSC will provide 72-hour notice of intent to visit the facility and WEI will endeavor to accommodate requests in a shorter time frame.
6. It is estimated that document review will take two days, but could take up to one week. DTSC would like to begin document review on August 24 and it is expected that the document review be completed by the end of the day on August 26. DTSC understands that Matt Mullen, WEI's technical coordinator, may be called to jury duty for the during the period contemplated in this provision and may not be available to support DTSC information requests. If this occurs, DTSC will need to re-schedule the dates for document review.

7. Participation in the document review is limited to DTSC personnel. WEI agrees to entertain requests from other California Environmental Protection Agency agencies and the California Department of Resources Recycling and Recovery to participate in the document review and to provide technical and operational introductions to the facility and facility tours upon request.
8. The document review coordinators agree to discuss and will have the ability to modify the Document Review Plan as needed to meet the schedules of WEI and DTSC personnel to meet the objectives of the review.