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Transcript Exhibit(s)

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Docket #(s): S-20867A-12-0459

Arizona Corporation Commission

DOCKETED

MAY 29 2014

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Exhibit #: S-204, S-205, S-206, S-207, S-208, S-210

S-211, S-212, S-213, S-214, S-215, S-216, S-218

S-219, S-220, S-221, S-222, S-223, S-224, S-227

Part 18 of 19

Annalisa Weiss

From: aaron kaplan [aaron.j.kaplan@██████████]
Sent: Tuesday, March 20, 2012 10:01 PM
To: Annalisa Weiss
Subject: Re: Investment Complaint
Attachments: erc Letter - Aaron Kaplan.docx; Chicago 1000000 PPM Aaron James Kaplan.pdf

Ma'am,

Attached you'll find the contract they offered me and a letter they sent me. I was told about this investment from an old friend who had started dating a supposedly very well off man. This man is the one who apparently owns ERC but his name can't be found anywhere on the website or business records. His name is Casimer Polanchek. I asked my friend if she would give me some investment advice and she gave me his contact information. I emailed him once and he gave me Jason Moglers contact information at Arizona Investment Center. I then spoke with Jason's assistant Nicole and eventually Jason. I still have the email correspondence and can forward it to you if you need. Just let me know. Thanks for all your help with this, I don't want to see my friend get taken advantage of.

Aaron

On Tue, Mar 20, 2012 at 7:57 PM, Annalisa Weiss <AWeiss@azcc.gov> wrote:
 Good afternoon Mr. Kaplan,

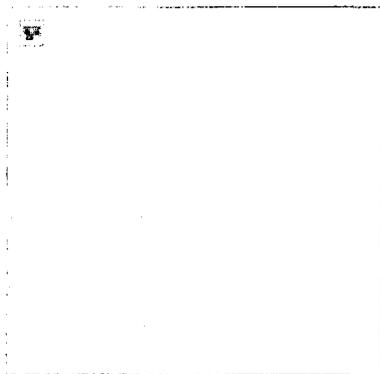
Thank you for filing the complaint with the US SEC. It has been forwarded to my office, as the entity is located in Arizona. I'm with the Arizona Corporation Commission, Securities Division. We handle all securities offered or sold in Arizona. Looking in the file, it appears we have sent you a confirmation letter already, so you should be receiving that soon.

I understand you are in Afghanistan. If you are able to fax or email (preferred) any documents you have to me, I would like to look them over. This would include any emails and/or documents received. I agree the investment research you have already done is good, and there are some red flags that I would like to also look further into. Once I review your documents, I will probably have a few follow up questions.

To start, here are a few:

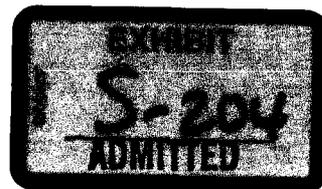
1. How did you find out about this investment (phone, web, email)?
2. Who did you initially talk to? Did they then pass you onto another person? If so, who?

If you have any questions, please let me know. I usually work Monday through Friday from 07:30 to 16:00 Arizona time.



Annalisa Weiss
 Special Investigator
 Arizona Corporations Commission, Securities Division
 1300 W. Washington St., Third Floor
 Phoenix, AZ 85007
 p: 602.542.0630 f: 602.714.8120

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----- This footnote confirms that this email message has been scanned to detect malicious content. If you experience problems, please e-mail postmaster@azcc.gov -----



February 2, 2012

Carrie Thompson
ERC
8800 East Chaparral Road – Suite 270
Scottsdale, Arizona 85250

Aaron J. Kaplan
[REDACTED]

[REDACTED] NC [REDACTED]

Dear Mr. Kaplan,

Enclosed please find two copies of the Confidential Private Placement Memorandum (PPM) for your investment. Please review the Confidential Private Placement Memorandums and complete the following:

1. Sign the Acknowledgment of review of the PPM on Page 20.
2. Circle the applicable citizenship/residency category at the top of Page 32.
3. Sign on the "Signature of Authorized Representative" line on Page 32.
4. Initial the applicable Investor Status on Page 34, and if filing as an "Accredited Investor," please check the appropriate box on Pages 34-35.
5. Sign print and date page 38.
6. Complete Exhibit C on Pages 40-42 of the Promissory Note section, and sign/date on Page 42. Note: You will only need to complete one of the Investor Suitability questionnaires (for the copy we will keep for our records).

Once you have completed and signed the Memorandums, please remove the plastic tabs from your copy and stick them to the inside front cover of our copy (again, our copy is the one with the completed Investor Suitability Questionnaire section and red tabs). Return the completed and signed PPM to us in the included pre-paid return envelope, and keep the other PPM copy for your personal records. If you will be funding via a check, please make sure that the check is made out to "ERC Compactors LLC." If you are funding via wire transfer, please refer to the enclosed Funding and Wire Instructions for account information.

If you have any further questions regarding this signing, please do not hesitate to contact me at the number listed below. We thank you for your investment with ERC.

Best Regards,
Carrie Thompson
Administrative Assistant
[REDACTED]

ACC000007
FILE #8337

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

ERC INVESTMENTS LLC
An Arizona Limited Liability Company

\$10,000,000
Split into Two Offerings

First Offering

\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
18% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit

Second Offering

\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
12% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit

ERC Investments LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred (400) secured Promissory Notes ("Notes"), split into two separate offerings, each in the amount of Five Million (\$5,000,000) Dollars, at an offering price of Twenty Five Thousand (\$25,000) Dollars per Note, for a combined maximum total of Ten Million Dollars (\$10,000,000), to qualified investors who meet the *Investor Suitability Requirements* set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$10,000,000	\$1,000,000	\$9,000,000

ERC Investments LLC
8800 E Chaparral Road, Suite 270, Scottsdale, Arizona 85250
Telephone: (480) 278-7031
The date of this Private Placement Memorandum is December 1, 2011

ACC000008
FILE #8337

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of ERC Investments LLC (the "Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY

FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

ERC Investments LLC (the "Company") was formed on April 21, 2011 as an Arizona LLC. The Company is in the business of investing in rubbish and waste recycling and the purchase/sale of commodities.

The Securities offered are Four Hundred (400) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, split into two offerings, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The two offerings are described as follows:

First Offering: The first offering is in the amount of Five Million (5,000,000) Dollars and these notes have an annual rate of return of eighteen (18%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date. This offering may be closed and replaced by the second offering, described below, by the Company at any time.

Second Offering: The second offering will be in the amount of Five Million (5,000,000) Dollars and these will notes have an annual rate of return of twelve (12%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

The Notes offered pursuant to this Private Placement Memorandum will be secured property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

None of the Notes are convertible to membership units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on December 1, 2011, and will terminate no later than November 30, 2012, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the two offerings will be a maximum of Ten Million Dollars (\$10,000,000) Dollars. The use of the proceeds is to purchase land, equipment, commodities and locomotives, for a new recycling center located in Chicago, Illinois.. This covers such items as site planning, land and equipment, legal, accounting, marketing plan, business plan, franchise development

and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

ERC Investments LLC (the "Company") was formed on April 21, 2011 as an Arizona LLC. At the date of this offering One Thousand (1,000) of the Company's Membership Units were authorized, issued and outstanding. The Company is in the business of investing in waste management, recycling and bio-fuel production and the purchase and selling of commodities.

2.1 OPERATIONS

A recycling plant is a facility which collects and processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

The buying and selling of commodities is also a part of operations. Items, such as locomotives can be purchased, usually in bulk, and then stripped at the facility. This process results in both metal to be sold as a commodity and salvaged parts are sold on the open market.

3. MANAGEMENT

3.1 MEMBERS, DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, is actively involved in the management of the Company.

Peter A. Salazar Jr. Chief Executive Officer:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Arizona Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award
Add Guy Jason, Jim, Brian Ryan

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred (400) Notes, split between two offerings at Twenty Five Thousand (\$25,000) Dollars per Note, for a combined maximum of Ten Million (\$10,000,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and

Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of Ten Million (\$10,000,000) Dollars.
2. The company, at its sole discretion, may close the First Offering at any time.
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Members, Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Members, Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred (400) Notes, split into two separate offerings each in the amount of Two Hundred (200) Notes, of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The two offerings are described as follows:

First Offering: The first offering is in the amount of Five Million (5,000,000) Dollars and these notes have an annual rate of return of eighteen (18%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date. This offering may be closed and replaced by the second offering, described below, by the Company at any time.

Second Offering: The second offering will be in the amount of Five Million (5,000,000) Dollars and these will notes have an annual rate of return of twelve (12%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is

twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

The Notes offered pursuant to this Private Placement Memorandum will be secured property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering will be secured by property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Combined Offering will be a maximum of Ten Million (\$10,000,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$ 10,000,000	100%
Offering Expenses (1)	\$ 50,000	0.50%
Commissions (2)	\$ 1,000,000	10.00%
Total Offering Expenses & Fees	\$ 1,050,000	10.50%
Net Offering Proceeds (3)	\$ 8,950,000	89.50%
Total Application of Proceeds	\$ 10,000,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as land purchase, site build out, equipment purchase, site planning, legal, accounting, marketing plan, commodity purchases such as locomotives and other items as needed for the company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect the issuance and sale of the maximum of Four Hundred (400) Notes or Ten Million (\$10,000,000) Dollars.

	AS ADJUSTED 4/21/11	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$ 10,000,000</u>
Membership Units \$1.00 par value, 1,000 units authorized, 1,000 Units issued and outstanding	\$1,000	\$ 1,000
Net Shareholders' Equity	\$1,000	\$ 1,000
TOTAL CAPITALIZATION	<u>\$1,000</u>	<u>\$ 10,001,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is in the process of expanding its services into the Chicago Market. This will be done under the name of ERC Chicago LLC.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations, including ERC of Chicago LLC, and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LLC

ERC Investments LLC is a privately held Arizona LLC, formed on April 21, 2011.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Ten Million (\$10,000,000) Dollars of Notes to selected investors, effective on December 1, 2011.

11. FIDUCIARY RESPONSIBILITIES OF THE MEMBERS, DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Members, Officers and Directors of the Company are accountable to the Company as fiduciaries and such Members, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Member, Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Member, Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to members, directors, officers, managers or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 21, 2011. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the managers of the Company. The Note holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 MARKET RISKS

The Company fails to attract commercial, industrial, or government contracts.

12.8 COMPETITORS

Competitors may outspend us to capture market share.

12.9 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

12.10 BUSINESS PLAN RISKS

For additional reading, please read the risk section in the Business Plan.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1,000) Membership Units issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

- Exhibit B **PROMISSORY NOTE:** This Note will be signed by ERC Investments LLC.
- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.
- Exhibit D **ERC Investments LLC Business Plan.**

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **ERC INVESTMENTS LLC** along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to be addressed to the Company as follows: **ERC INVESTMENTS LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of

others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within

the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

- 3.
4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;
6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be

an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Managers have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Managers and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Managers.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and pro forma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to ERC Investments LLC, a Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by ERC Investments LLC, a Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or November 30, 2012.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Aaron James Kaplan
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Aaron James Kaplan

Amount Loaned: \$15,000.00

Number of Notes: 0.6

ERC INVESTMENTS LLC
SUBSCRIPTION DOCUMENTS

**OFFERING A MAXIMUM OF FOUR HUNDRED (400) SECURED PROMISSORY
NOTES**

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

December 1, 2011

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of ERC Investments LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to ERC Investments LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **ERC INVESTMENTS LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Aaron James Kaplan

Amount Loaned: \$15,000.00

Number of Notes: 0.6

Subscription Agreement

To: ERC INVESTMENTS LLC
8800 E Chaparral Road
Suite 270
Scottsdale Arizona 85250

1. Subscription. The undersigned hereby subscribes for the **First** offering for **0.6** Notes of ERC Investments LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$15,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated December 1, 2011 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Four Hundred (400) Notes at Twenty Five Thousand (\$25,000) Dollars per Note,, split into two offerings, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The two offerings are described as follows:

First Offering: The first offering is in the amount of Five Million (5,000,000) Dollars and these notes have an annual rate of return of eighteen (18%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date. This offering may be closed and replaced by the second offering, described below, by the Company at any time.

Second Offering: The second offering will be in the amount of Five Million (5,000,000) Dollars and these will notes have an annual rate of return of twelve (12%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to

extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date

The maximum combined aggregate loan to the Company from this Offering will be Ten Million (\$10,000,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to ERC Investments LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check made payable to the order of **ERC INVESTMENTS LLC** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the

Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of Ten Million (\$10,000,000) Dollars.
2. The company, at its sole discretion may close the First Offering at any time.
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and is in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary

corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity)*.

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and

warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the

Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within Twenty (20) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their

addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to ERC Investments LLC at 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation,
Trust or Entity:

Title of Authorized Representative

Signature of Authorized Representative

Print Jurisdiction of Organization or
Incorporation

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2012.

ERC Investments LLC

By:

Jason T. Mogler

Jim Hinkeldey

**EXHIBIT 1
INVESTOR STATUS**

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ *initials*

A. **"Non-accredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____ *initials*

B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

ERC Investments LLC, a Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250 (the "Maker"); for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," of one of the following checked Offering:

OFFERING ONE (1): The principal sum of **Fifteen Thousand (\$15,000.00) Dollars** with an annualized rate of return of Eighteen (18) percent payable monthly. The entire Principal shall be due and payable to the Holder no later than twenty four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of equipment, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

OFFERING TWO (2): The principal sum of _____ (**\$_____**) **Dollars** with an annualized rate of return of Twelve (12) percent payable monthly. The entire Principal shall be due and payable to the Holder no later than twenty four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of equipment, the above referenced maturity date cannot be met. If the Company elects

this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated December 1, 2011. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Notes offered pursuant to this Private Placement Memorandum will be secured by property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to ERC Investments LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Holder:

Aaron James Kaplan

Sign & Date

Sign & Date

Jason T. Mogler
ERC Investments LLC
a Arizona Limited Liability Company
8800 E. Chaparral Road, Suite 270,
Scottsdale Arizona 85250

Aaron James Kaplan
Print Name

Address:

NC

EXHIBIT C

Investor Suitability Questionnaire

EXHIBIT C

ERC INVESTMENTS LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by ERC Investments LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. *This questionnaire is not an offer to sell securities.*

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____
9. Citizenship: _____
10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____
- (a) Business Address: _____
- _____
- (b) Business Telephone Number: (____) _____

2. Gross income during each of the last two years exceeded:

- (1) _____ \$25,000 (2) _____ \$50,000
- (3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

- (1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

- (1) _____ \$25,000 (2) _____ \$50,000
- (3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

- (1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
- (4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value

Exhibit D
ERC Investments LLC
Business Plan

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation

\$1,500,000

\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

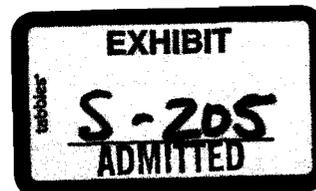


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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the "Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located in Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A), Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

- Exhibit B **PROMISSORY NOTE:** This Note will be signed by C & D Construction Services Inc.

- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
3.
 4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

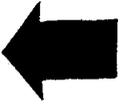
By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

M Sherman

Signature

10.26.10

Date



Mark Sherman
Print Name

Print Name of Subscriber: Mark Sherman

Amount Loaned: \$100,000.00

Number of Notes: 4

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. . Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Mark Sherman

Amount Loaned: \$100,000.00

Number of Notes: 4

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 4 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$100,000.00** dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an **INDIVIDUAL**, complete the following:

The undersigned (*circle one*): **[is]** **[is not]** a citizen or resident of the United States.

Mark Sherman

Print Name of Individual:

██████████

Print Social Security Number of Individual:

Mark Sherman

Signature of Individual

Print Address of Residence:

██████████
██████████, AZ ██████████

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Spouse

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Telephone Number:

██████████



The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

_____ Print Name of Partnership, Corporation, Trust or Entity:	_____ Title of Authorized Representative
_____ Signature of Authorized Representative	_____ Print Jurisdiction of Organization or Incorporation
_____ Print Name of Authorized Representative	_____ Print Federal Tax Identification Number
_____ Print Address of Residence: _____ _____	_____ Print Telephone Number: () _____



ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By:



Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

ND

A. **“Non-accredited Investor”**. The undersigned does not meet the definition of an “Accredited Investor” as defined herein below;

initials

B. **“Accredited Investor”**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person’s spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **One Hundred Thousand Dollars (\$100,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

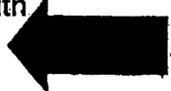
(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

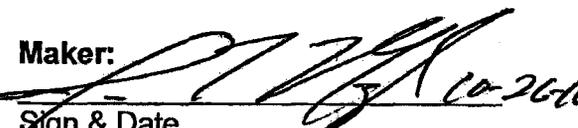
(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.



Maker:

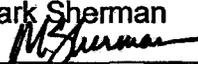

10-26-10

Sign & Date

Jason T. Mogler for Peter A. Salazar Jr
by Limited POA

C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder: Mark Sherman



Sign & Date

MARK SHERMAN 10-26-10

Print Name

Address: 
 AZ 

EXHIBIT C
Investor Suitability Questionnaire

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation**

\$1,500,000

**\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit**

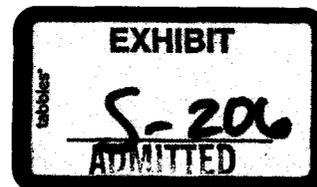
C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty-Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010



ACC012031
FILE #8337

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the "Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located in Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A); Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as Exhibit B.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

- Exhibit B **PROMISSORY NOTE:** This Note will be signed by C & D Construction Services Inc.

- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT, LLC** as agent for C & D Construction Services Inc., along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- 3.
4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Fuz Fresh Inc / M Sherman

Signature

11.9.2010

Date 

Mark Sherman

Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Fuel Fresh Inc.

Amount Loaned: \$100,000.00

Number of Notes: 4

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Fuel Fresh Inc.

Amount Loaned: \$100,000.00

Number of Notes: 4

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 4 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of \$100,000.00 dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): [is] [is not] a citizen or resident of the United States.

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:
() _____

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Fuel Fresh Inc.

Corporate Officer

Print Name of Partnership, Corporation, Trust or Entity:

Title of Authorized Representative

M Sherman

Signature of Authorized Representative

Maricopa County, Arizona

Print Jurisdiction of Organization or Incorporation

Mark Sherman

[REDACTED]

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:

[REDACTED]
[REDACTED] AZ [REDACTED]

[REDACTED]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By: *[Signature]*

Peter A. Salazar Jr.

By Jason T. Mogler limited power of attorney



EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

A. **"Non-accredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **One Hundred Thousand dollars (\$100,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

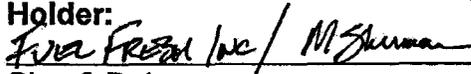
(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Sign & Date
Jason T. Mogler for Peter A. Salazar Jr
by Limited POA
C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder:

Sign & Date
M. SHERMAN
Print Name
Address: Fuel Fresh Inc.

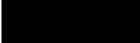

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EXHIBIT C
Investor Suitability Questionnaire

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

ERC COMPACTORS LLC

An Arizona Limited Liability Company

\$1,500,000

Minimum Offering Amount: \$90,000

\$15,000 per Promissory Note (Unit)

MINIMUM PURCHASE - 1 Promissory Note

24% Annual Rate of Return

Maturity Date: 24 months

Interest Paid Monthly After a Ninety (90) Day Interest Deferment Period

Redemption at Maturity - \$15,900 per Unit (includes deferred interest)

ERC Compactors LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a minimum of Six (6) and a maximum of One Hundred (100) secured Promissory Notes ("Notes") at an offering price of Fifteen Thousand (\$15,000) Dollars per Note, for a minimum of Ninety Thousand Dollars (\$90,000) and a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000) to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$15,000	\$1,500	\$13,500
Minimum Units	\$90,000	\$9,000	\$81,000
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

ERC Compactors LLC
8800 E. Chaparral Road, Suite 270
Scottsdale, AZ 85250
Telephone: (480) 278-7031
Facsimile: (480) 278-8979

The date of this Private Placement Memorandum is August 8, 2011

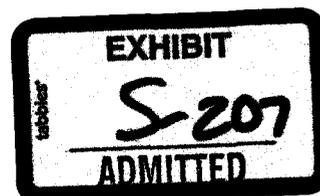


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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of ERC Compactors LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES ARE LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN

INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

ERC Compactors LLC (the "Company") was formed on August 3, 2011 as an Arizona Limited Liability Company. The Company is in the business of cardboard recycling on site at commercial properties.

The Securities offered are One Hundred (100) Notes issued by the Company at Fifteen Thousand (\$15,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of Twenty-Four (24%) percent simple interest with a maturity date of Twenty-Four (24) months from the Commencement Date of each Note.

Principal and Interest shall be paid as follows:

Principal: Principal shall be paid at maturity. The maturity date is Twenty-Four (24) months from the Commencement Date of each Note.

Interest: Since there is a delivery period of approximately Ninety (90) days between the equipment purchase date and equipment delivery date, the first Ninety (90) days of interest will be deferred. The deferred interest (\$300 per month or \$900 for 90 days) will be added onto the note's principal amount of \$15,000. The new principal balance of the Note on the Ninety-First (91st) day after the Commencement Date will be Fifteen Thousand Nine Hundred (\$15,900) dollars. Interest will be calculated on the combined amount of Fifteen Thousand Nine Hundred (\$15,900) and will be paid monthly commencing in the Fourth (4th) month.

The notes will be secured by the equipment/compactors purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on August 8, 2011, and will terminate no later than August 7, 2012, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a minimum of Ninety Thousand (\$90,000) Dollars and a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to purchase compactor equipment to be installed at commercial locations (see "USE OF PROCEEDS").

2. THE COMPANY

ERC Compactors LLC (the "Company") was formed in August 3, 2011, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, issued and outstanding. The Company is in the business of recycling.

2.1 OPERATIONS

ERC Compactors LLC is a new division of ERC which acquired C&D Construction Services Corporation. C&D Construction Services has been in recycling business for over ten years.

While ERC Compactors LLC is a new divisional venture and has yet to commence operations, it is in the same business and augments the company's recycling business. ERC Compactors LLC will supply a new source of commodities from new accounts such as strip malls.

For a complete discussion on the company's philosophy and operations, please see "Exhibit D - it's business plan".

2.2 BUSINESS PLAN

ERC of Nevada LLC's business plan, included as Exhibit D of this Memorandum, was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the business plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, the following individuals are actively involved in the management of the Company:

Jason Todd Mogler - President and Principal

Jason Todd Mogler, partner of Tri-Core Companies, has twenty plus years of marketing experience in both domestic and international markets.

An Arizonan native, his family has been in the construction business since 1940 his grandfather Roger Krants was a general contractor who completed several major commercial and residential ventures. You could say that development is in Jason's blood since blood.

Jason's practical work experience include the position of Director of Construction Lending for Republic Mortgage, and the Director of Construction Lending for the prestigious Royal Bank of Canada, his extensive work experience gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position.

Jason has also been celebrated for his philanthropy with numerous organizations both in Arizona and throughout the country. Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Peter A. Salazar: Chief Executive Officer:

Bachelor in Environmental Science - 2000

2000 - Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

Jim Hinkeldey - Vice President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey spearheaded the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgage backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a minimum of Six (6) and a maximum of One Hundred (100) Notes at Fifteen Thousand (\$15,000) Dollars per Note, for a minimum of Ninety Thousand (\$90,000) Dollars and a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company has the authority to sell fractional Notes at its sole discretion. The Company has set a minimum offering proceeds figure of \$90,000 (the "minimum offering proceeds") for this Offering.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank, into which the minimum offering proceeds will be placed. At least Six (6) Notes must be sold for \$90,000 before such proceeds will be released from the holding account and utilized by the Company. After the minimum number of Notes is sold, all subsequent proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A); Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any

time prior to acceptance by the Company, except as provided by certain state laws, or if more than Twenty (20) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the minimum offering amount of Ninety Thousand (\$90,000) Dollars.
2. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding Twenty (20) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering One Hundred (100) Notes of the Company to potential investors at Fifteen Thousand (\$15,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of Twenty-Four (24%) percent simple interest over the term thereof, with a maturity date of Twenty-Four (24) months from the Commencement Date of each Note.

Principal and Interest shall be paid as follows:

Principal: Principal shall be paid at maturity. The maturity date is Twenty-Four (24) months from the Commencement Date of each Note.

Interest: Since there is a delivery period of approximately Ninety (90) days between the equipment purchase date and equipment delivery date, the first Ninety (90) days of interest will be deferred. The deferred interest (\$300 per month or \$900 for 90 days) will be added onto the note's principal amount of \$15,000. The new principal balance of the Note on the Ninety-First (91) day after the Commencement Date will be Fifteen Thousand Nine Hundred (\$15,900) dollars. Interest will be calculated on the combined amount of Fifteen Thousand Nine Hundred (\$15,900) dollars and will be paid monthly commencing in the Fourth (4th) month.

The notes will be secured by the equipment/compactors purchased.

The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering will be secured by the equipment/compactors purchased.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a minimum of Ninety Thousand (\$90,000) Dollars and a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds	Minimum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%	\$90,000	100%

Application of Proceeds

Offering Expenses (1)	\$ 5,000	0.33%	\$ 5,000	5.56%
Commissions (2)	\$ 150,000	10.00%	\$ 9,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.33%	\$ 14,000	15.56%
Net Offering Proceeds (3)	\$ 1,345,000	89.67%	\$ 76,000	84.44%
Total Application of Proceeds	\$ 1,500,000	100%	\$ 90,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the purchase of compactors/equipment.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of One Hundred (100) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 08/03/2011	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Membership Units \$.10 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Members Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$1,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company has yet to commence compactor operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY CORPORATION

ERC Compactors LLC is a privately held Arizona Limited Liability Company, formed on August 3, 2011.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on August 8, 2011.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 3, 2011. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Managers of the LLC. The Note holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering are limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by its principals. Independent of the amounts raised in this offering, presently the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. The Company believes it is in full compliance with any and all applicable laws, rules and regulations.

12.7 U.S. ECONOMY

The Company is subject to the U.S. Economy and its effect on consumer confidence and spending.

12.8 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1,000) Membership Units issued and outstanding to Jason Todd Mogler and James Hinkeldey.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Fifteen Thousand (\$15,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.
- Exhibit B **PROMISSORY NOTE:** This Note will be signed by ERC Compactors LLC.
- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.
- Exhibit D **ERC Nevada LLC Business Plan**

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "TERMS OF THE OFFERING." Such Investor should include his check made payable to ERC

COMPACTORS LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: ERC Compactors LLC, 8800 E. Chaparral Road., Suite 270, Scottsdale, AZ 85250.

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to

bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds Five Hundred Thousand (\$500,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of One Hundred Thousand (\$100,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Managers have no lawsuits pending, no legal actions pending or judgments entered against the Company or Managers and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Managers.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set

forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to ERC COMPACTORS LLC, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and

advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Fifteen Thousand (\$15,000) Dollar investment consisting of one (1) Promissory Note issued by **ERC COMPACTORS LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or August 7, 2012.

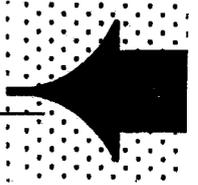
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20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

FLOATRON INC / M Sherman
Signature

8.22.2011
Date



Mark Sherman / FLOATRON INC
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Floatron, Inc.

Amount Loaned: \$300,000.00

Number of Notes: 20

ERC COMPACTORS LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MINIMUM OF SIX (6)
AND A
MAXIMUM OF ONE HUNDRED (100)
SECURED PROMISSORY NOTES**

FIFTEEN THOUSAND (\$15,000) DOLLARS PER NOTE

AUGUST 8, 2011

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Fifteen Thousand (\$15,000) Dollars per Note (the "Notes") of ERC Compactors LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to ERC Compactors LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Fifteen Thousand (\$15,000) per Note), to "ERC Compactors LLC". Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV SPECIAL INSTRUCTIONS

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Floatron, Inc.

Amount Loaned: \$300,000.00

Number of Notes: 20

Subscription Agreement

To: ERC Compactors LLC
8800 E. Chaparral Road
Suite 270
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **20** Notes of ERC Compactors LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Fifteen Thousand (\$15,000) Dollars per Note for an aggregate loan of **\$300,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated August 8, 2011 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Fifteen Thousand (\$15,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a minimum of Six (6) and up to a maximum of One Hundred (100) Notes at Fifteen Thousand (\$15,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The minimum aggregate loan to the Company will be Ninety Thousand (\$90,000) Dollars and the maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to ERC Compactors LLC, at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check made payable to the order of ERC Compactors LLC in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than Twenty (20) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the minimum offering amount of Ninety Thousand (\$90,000) Dollars.

2. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding Twenty (20) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to ERC Compactors LLC, at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal

jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2011,
at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): [is] [is not] a citizen or resident of the United States.

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:
() _____

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (circle one) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust or Entity:

Floatron, Inc.

Title of Authorized Representative

President

Signature of Authorized Representative



Print Jurisdiction of Organization or Incorporation

Maricopa County, AZ

Print Name of Authorized Representative

MARK SHERMAN

Print Federal Tax Identification Number

Mark Sherman

Print Address of Residence:

Print Telephone Number:

[Redacted]
[Redacted] AZ [Redacted]

[Redacted]

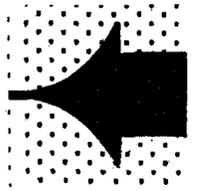
ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 22 day of AUGUST, 2011

ERC COMPACTORS LLC

By: 
Jason Todd Magler - President

By: 
Jim Hinkeldey - Vice-President



**EXHIBIT 1
INVESTOR STATUS**

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ *initials*

A. **“Non- accredited Investor”**. The undersigned does not meet the definition of an “Accredited Investor” as defined herein below;

_____ *initials*

B. **“Accredited Investor”**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds Five Hundred Thousand (\$500,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person’s spouse in excess of One Hundred Thousand (\$100,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

ERC COMPACTORS LLC, an Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of Three Hundred Thousand (\$300,000.00) Dollars.

The Notes will have an annual rate of return of Twenty-Four (24%) percent simple interest over the term thereof, with a maturity date of Twenty-Four (24) months from the Commencement Date of each Note.

Principal and Interest shall be paid as follows:

Principal: Principal shall be paid at maturity. The maturity date is Twenty-Four (24) months from the Commencement Date of each Note.

Interest: Since there is a delivery period of approximately Ninety (90) days between the equipment purchase date and equipment delivery date, the first Ninety (90) days of interest will be deferred. The deferred interest (\$300 per month or \$900 for 90 days) will be added onto the note's principal amount of \$15,000. The new principal balance of the Note on the Ninety-First (91) day after the Commencement Date will be Fifteen Thousand Nine Hundred (\$15,900) dollars. Interest will be calculated on the combined amount of \$15,900 (\$15,900) and will be paid monthly commencing in the Fourth (4th) month.

The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty.

1. NOTES

This Note in the principal amount of Fifteen Thousand (\$15,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated August 8, 2011. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of Twenty (20) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.
- (d) If the maturity date is extended this will not be considered an event of default.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by the equipment/compactors purchased.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes,

and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to ERC Compactors LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

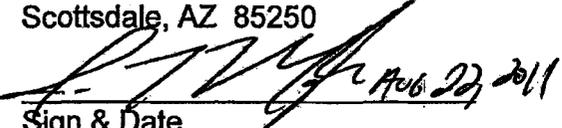
(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

ERC Compactors LLC,
An Arizona LLC
8800 E. Chaparral Road
Suite 270
Scottsdale, AZ 85250

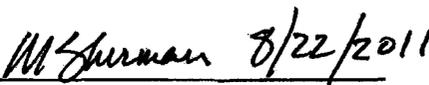


Sign & Date

Jason Mogler
Print Name

Holder:

Floatron, Inc.

 8/22/2011

Sign & Date

Mark Sherman
Print Name

Address:

AZ _____

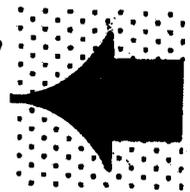


EXHIBIT C

Investor Suitability Questionnaire

EXHIBIT C

ERC Compactors LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by ERC Compactors LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation

\$1,500,000

\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

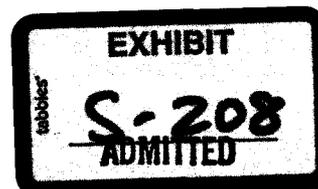


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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the “Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located in Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.
- Exhibit B PROMISSORY NOTE: This Note will be signed by C & D Construction Services Inc.
- Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: **Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
3. 4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Sherman M. Katz
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Sherman M. Katz

Amount Loaned: \$100,000.00

Number of Notes: 4 units

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Sherman M. Katz

Amount Loaned: \$100,000.00

Number of Notes: 4 units

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 4 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$100,000.00** dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the

undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the

information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth

and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the

undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal

jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:
() _____

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Sherman Melvin Katz Revocable Living Trust
Dated September 1999

Print Name of Partnership, Corporation,
Trust or Entity

Trustee

Title of Authorized Representative

St. Louis County, Missouri

Signature of Authorized Representative

Print Jurisdiction of Organization or
Incorporation

Sherman M. Katz

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:

MO

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By:

Peter A. Salazar Jr.

By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

A. **“Non-accredited Investor”**. The undersigned does not meet the definition of an “Accredited Investor” as defined herein below;

initials

B. **“Accredited Investor”**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person’s spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **One Hundred Thousand Dollars (\$100,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Sign & Date
Jason T. Mogler for Peter A. Salazar Jr
by Limited POA
C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder: Sherman Melvin Katz Revocable
Living Trust dated September 1, 1999

Sign & Date

Print Name

Address: [REDACTED]
[REDACTED] MO [REDACTED]

EXHIBIT C
Investor Suitability Questionnaire

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____
9. Citizenship: _____
10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

- (1) _____ \$25,000 (2) _____ \$50,000
(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

- (1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

- (1) _____ \$25,000 (2) _____ \$50,000
(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

- (1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation

\$1,500,000

\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the “Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located In Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "**TERMS OF THE OFFERING**").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.
- Exhibit B PROMISSORY NOTE: This Note will be signed by C & D Construction Services Inc.
- Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: **Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- 3.
4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Sherman M. Katz
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Sherman M. Katz

Amount Loaned: \$100,000.00

Number of Notes: 4 units

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Sherman M. Katz

Amount Loaned: \$100,000.00

Number of Notes: 4 units

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 4 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of \$100,000.00 dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): **[is] [is not]** a citizen or resident of the United States.

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:
() _____

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Sherman Melvin Katz Revocable Living Trust
Dated September 1999

Trustee

Print Name of Partnership, Corporation,
Trust or Entity

Title of Authorized Representative

Signature of Authorized Representative

St. Louis County, MO

Print Jurisdiction of Organization or
Incorporation

Sherman M. Katz

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:

MO

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By:

Peter A. Salazar Jr.

By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **“Non-accredited Investor”**. The undersigned does not meet the definition of an “Accredited Investor” as defined herein below;

initials

- B. **“Accredited Investor”**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person’s spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **One Hundred Thousand Dollars (\$100,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Holder: Sherman Melvin Katz Revocable
Living Trust dated September 1, 1999

Sign & Date

Sign & Date

Jason T. Mogler for Peter A. Salazar Jr
by Limited POA

Print Name

C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Address: [REDACTED]

MO [REDACTED]

EXHIBIT C

Investor Suitability Questionnaire

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____
9. Citizenship: _____
10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

- (1) _____ \$25,000 (2) _____ \$50,000
(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

- (1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

- (1) _____ \$25,000 (2) _____ \$50,000
(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

- (1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation**

\$1,500,000

**\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit**

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010



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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the “Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located in Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

- Exhibit B PROMISSORY NOTE: This Note will be signed by C & D Construction Services Inc.

- Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: **Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
3. 4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Charles M. Sanders
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Charles M. Sanders

Amount Loaned: \$40,000.00

Number of Notes: 1.6 units

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Charles M. Sanders

Amount Loaned: \$40,000.00

Number of Notes: 1.6 units

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 1.6 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$40,000.00** dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an **INDIVIDUAL**, complete the following:

The undersigned (*circle one*): **[is]** **[is not]** a citizen or resident of the United States.

Charles M. Sanders

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:

AZ

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

_____	_____
Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
_____	_____
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
_____	_____
Print Name of Authorized Representative	Print Federal Tax Identification Number
_____	_____
Print Address of Residence:	Print Telephone Number:
_____	()
_____	_____

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By:

Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **“Non-accredited Investor”**. The undersigned does not meet the definition of an “Accredited Investor” as defined herein below;

initials

- B. **“Accredited Investor”**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person’s spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Forty Thousand Dollars (\$40,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Sign & Date
Jason T. Mogler for Peter A. Salazar Jr
by Limited POA
C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder: Charles M. Sanders

Sign & Date

Print Name

Address: _____

_____, AZ _____

EXHIBIT C
Investor Suitability Questionnaire

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation**

\$1,500,000

**\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit**

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.

130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

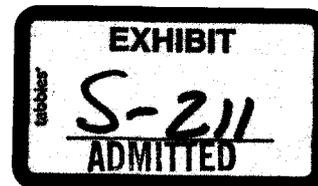


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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the “Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located In Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.
- Exhibit B PROMISSORY NOTE: This Note will be signed by C & D Construction Services Inc.
- Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: **Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
3. 4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

May Beth Hsieh
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: May Beth Hsieh

Amount Loaned: \$25,000.00

Number of Notes: 1

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: May Beth Hsieh

Amount Loaned: \$25,000.00

Number of Notes: 1

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 1 Note of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$25,000.00** dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

“Effective Date”). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an **INDIVIDUAL**, complete the following:

The undersigned (*circle one*): **[is]** **[is not]** a citizen or resident of the United States.

May Beth Hsieh

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:



Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:



AZ

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

_____	_____
Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
_____	_____
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
_____	_____
Print Name of Authorized Representative	Print Federal Tax Identification Number
_____	_____
Print Address of Residence:	Print Telephone Number:
_____	()
_____	_____

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By:

Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **“Non-accredited Investor”**. The undersigned does not meet the definition of an “Accredited Investor” as defined herein below;

initials

- B. **“Accredited Investor”**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person’s spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Twenty Five Thousand Dollars (\$25,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Sign & Date
Jason T. Mogler for Peter A. Salazar Jr
by Limited POA
C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder: May Beth Hsieh

Sign & Date

Print Name

Address: _____

_____ AZ _____

EXHIBIT C
Investor Suitability Questionnaire

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation**

\$1,500,000

**\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit**

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

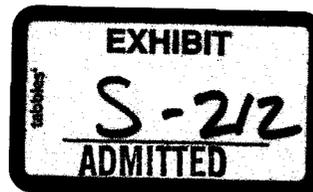


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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the “Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located in Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.
- Exhibit B **PROMISSORY NOTE:** This Note will be signed by C & D Construction Services Inc.
- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- 3.
4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential investor or that the potential investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential investors will be carefully reviewed by the Company to determine the suitability of the potential investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Douglas R. Dunn
Janine L. Dunn
Signature

12/14/2010
Date

DOUGLAS R. DUNN
JANINE L. DUNN
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: The Douglas R. & Janine L. Dunn Trust

Amount Loaned: \$15,000.00

Number of Notes: .8 units

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: The Douglas & Janine L. Dunn Trust

Amount Loaned: \$15,000.00

Number of Notes: .8 Notes

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for .8 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$15,000.00** dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity)*.

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): (is) [is not] a citizen or resident of the United States.

Douglas R. Dunn

Print Name of Individual:

JANINE L. DUNN

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

[REDACTED]

Print Social Security Number of Individual:

[REDACTED]

Print Social Security Number of Spouse

Douglas R. Dunn

Signature of Individual

Janine L. Dunn

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

[REDACTED] AZ [REDACTED]

Print Telephone Number:

[REDACTED]

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (circle one) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

THE DOUGLAS R. & JANINE L. DUNN TRUST TRUSTEES.
Print Name of Partnership, Corporation, Trust or Entity, Title of Authorized Representative
Douglas R. Dunn
Janine L. Dunn
Signature of Authorized Representative
DOUGLAS R. DUNN
JANINE L. DUNN
Print Name of Authorized Representative
Maricopa Co. AZ
Print Jurisdiction of Organization or Incorporation
[REDACTED]
Print Federal Tax Identification Number

Print Address of Residence: [REDACTED] AZ [REDACTED]
Print Telephone Number: [REDACTED]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 14th day of December, 2010.

C & D Construction Services Inc.

By:

[Signature]
Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

[Handwritten initials]

initials

- A. "Non-accredited Investor". The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;
- B. "Accredited Investor". The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Fifteen Thousand Dollars (\$15,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

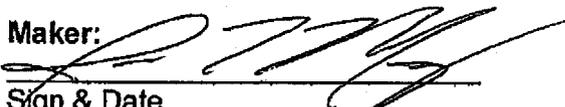
(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

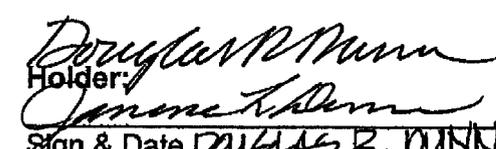
Maker:


Sign & Date

Jason T. Mogler for Peter A. Salazar Jr
by Limited POA

C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder:


Sign & Date

DOUGLAS R. DUNN 12/14/10
JANINE L. DUNN 12/14/10

Print Name

Address:


AZ

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. *This questionnaire is not an offer to sell securities.*

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2)_____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1)_____ \$25,000 (2)_____ \$50,000

(3)_____ \$100,000 (4)_____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1)_____ Yes (2)_____ No

4. Estimated gross income during current year exceeds:

(1)_____ \$25,000 (2)_____ \$50,000

(3)_____ \$100,000 (4)_____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1)_____ Yes (2)_____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1)_____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4)_____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

Memorandum# *DUNN*

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation

\$1,500,000

\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the "Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located in Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A); Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.
- Exhibit B **PROMISSORY NOTE:** This Note will be signed by C & D Construction Services Inc.
- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
3.
 4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential investor or that the potential investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential investors will be carefully reviewed by the Company to determine the suitability of the potential investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

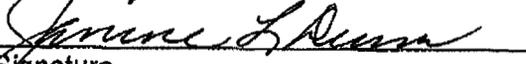
SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

11.30.10
Date

DOUGLAS R. DUNN
JANINE L. DUNN

Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

THE DOLLAS R. & JANINEL L. DUNN TRUST
Print Name of Subscriber: _____

Amount Loaned: 635,000.00

Number of Notes: 1.4

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the Instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

THE DOUGLASS & JANIVEL DUNN TRUST
Print Name of Subscriber: _____

Amount Loaned: \$ 35,000.00

Number of Notes: 1.4

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. **Subscription.** The undersigned hereby subscribes for 1.4 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of \$ 35,000.00 dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. **Note Offering.** The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. **Documents to be delivered.** The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the

undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the

information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth

and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the

undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal

jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

he undersigned (circle one) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

THE DOUGLAS R. & JANINE L. DUNN TRUST TRUSTEES
Print Name of Partnership, Corporation, Trust or Entity: Title of Authorized Representative

Douglas R. Dunn
Janine L. Dunn
Signature of Authorized Representative Maricopa Co. AZ
Print Jurisdiction of Organization or Incorporation

DOUGLAS R. DUNN
JANINE L. DUNN
Print Name of Authorized Representative [REDACTED]
Print Federal Tax Identification Number

Print Address of Residence: [REDACTED] AZ
Print Telephone Number: [REDACTED]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 30th day of November, 2010.

C & D Construction Services Inc.

By:

Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

EXHIBIT 1

INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ initials


initials

A. **"Non-accredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of 35,000.00 dollars (\$00) with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Sign & Date
Jason T. Mogler for Peter A. Salazar Jr
by Limited POA
C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder:



Sign & Date **DOUGLAS R. DUNN**
JANICE W. DUNN
Print Name
Address:

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. *This questionnaire is not an offer to sell securities.*

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: THE DAVELAS R. & JANINE L. DUNN TRUST

2. Address of Principal Residence: [REDACTED]
[REDACTED] AZ [REDACTED] / [REDACTED] County: Maricopa

3. Residence Telephone: [REDACTED]

4. Where are you registered to vote? Maricopa Co AZ

5. Your driver's license is issued by the following state: AZ

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

NO.

7. Please send all correspondence to:

(1) Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: U.S.

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: N.2.

(a) Business Address: N.2.

(b) Business Telephone Number: (____) _____

2. Gross income during each of the last two years exceeded:

- (1) _____ \$25,000 (2) _____ \$50,000
(3) X \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

- (1) _____ Yes (2) X No

4. Estimated gross income during current year exceeds:

- (1) _____ \$25,000 (2) _____ \$50,000
(3) X \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

- (1) _____ Yes (2) X No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) X over \$1,000,000

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation**

\$1,500,000

**\$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - \$25,000 per Unit**

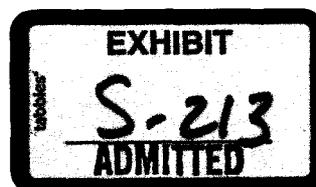
C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand (\$25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars (\$1,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$25,000	\$2,500	\$22,500
Maximum Units	\$1,500,000	\$150,000	\$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010



ACC011090
FILE #8337

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of C & D Construction Services Inc. (the "Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO

PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located In Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A); Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the

Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the maximum offering amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand (\$25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand (\$1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,500,000	100%
Offering Expenses (1)	\$ 5,000	0.003%
Commissions (2)	\$ 150,000	10.000%
Total Offering Expenses & Fees	\$ 155,000	10.003%
Net Offering Proceeds (3)	\$1,345,000	89.667%
Total Application of Proceeds	\$1,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Sixty (60) Notes or One Million Five Hundred Thousand (\$1,500,000) Dollars.

	<u>AS ADJUSTED 4/26/00</u>	<u>AFTER THE OFFERING</u>
Notes	<u>-0-</u>	<u>\$1,500,000</u>
Common Stock \$.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	\$25,000	\$25,000
Net Shareholders' Equity	\$25,000	\$25,000
TOTAL CAPITALIZATION	<u>\$25,000</u>	<u>\$1,525,000</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its operations and its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand (\$1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note holder may be able to bring an action on behalf of himself in the event the Note holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors and to control the Company's policies and affairs. The Note holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Twenty Five Thousand (\$25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

- Exhibit A **INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT:** This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

- Exhibit B **PROMISSORY NOTE:** This Note will be signed by C & D Construction Services Inc.

- Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to be addressed to the

Company as follows: Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
2. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
3. 4. Any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Directors, Officers and Shareholders have no lawsuits pending, no legal actions pending or judgments entered against the Company, its Directors, Officers and Shareholders and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Directors, Officers and Shareholders.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Twenty Five Thousand (\$25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

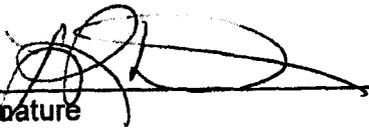
SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.


Signature

11/10/10
Date

Lisa Rose Davis
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Lisa Rose Davis

Amount Loaned: \$20,000.00

Number of Notes: .8 units

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND (\$25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand (\$25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development LLC and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Twenty Five Thousand (\$25,000) Dollars per Note), to **TRI-CORE BUSINESS DEVELOPMENT LLC**. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Lisa Rose Davis

Amount Loaned: \$20,000.00

Number of Notes: .8 units

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for .8 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand (\$25,000) Dollars per Note for an aggregate loan of **\$20,000.00** dollars (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand (\$25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand (\$25,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand (\$1,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by check made payable to the order of **TRI-CORE BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand (\$1,500,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the

"Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned

understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in

whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which

accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this 8th day of November, 2010, at LV
(City), NV (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): (is) [is not] a citizen or resident of the United States.

Lisa Rose Davis

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

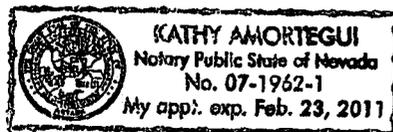
Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:

State of Nevada
County of Clark

This instrument was acknowledged before me on Nov. 8, 2010 by LISA R. DAVIS



Signature of Notary Public: Kathy Amortegui

The investor is **PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY**, complete the following:

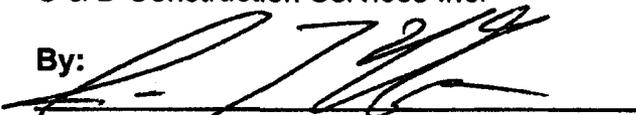
he undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
Print Name of Authorized Representative	Print Federal Tax Identification Number
Print Address of Residence:	Print Telephone Number: ()
_____	_____
_____	_____

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2010.

C & D Construction Services Inc.

By: 

Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (the "Maker"), for value received, promises to pay to the individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Twenty Thousand Dollars (\$20,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Twenty Five Thousand (\$25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

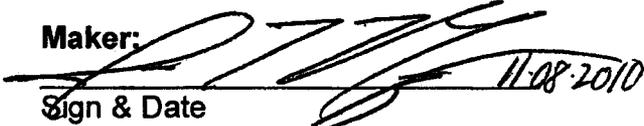
(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:  11-08-2010
Sign & Date
Jason T. Mogler for Peter A. Salazar Jr
by Limited POA
C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder: Lisa Rose Davis
 11/10/10
Sign & Date
LISA R. DAVIS
Print Name
Address: , NV 



EXHIBIT C
Investor Suitability Questionnaire

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) X \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000 (2) X \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

April 30, 2012

Peter Anthony Salazar

[REDACTED], NV [REDACTED]

Lisa Davis

[REDACTED] NV [REDACTED]

I (Peter Anthony Salazar) after reading and understanding the loan documents between C&D Constructions Services Inc. and [Lisa Davis], executed on [11/06/2010] in the amount of [\$20,000.00] acknowledge the accuracy and content.

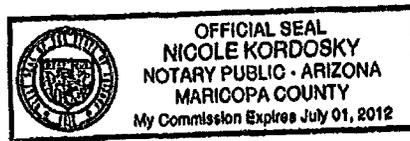
I further attest that this agreement was drawn up and executed per my instructions.

Furthermore, I certify that Jason Todd Mogler acted as instructed by the undersigned in the capacity of representing Peter Anthony Salazar, owner of C&D Construction Services, Inc.

I further acknowledge that the obligation in this note is the sole financial responsibility of C&D Construction Services, Inc.

I further accept the loan agreement, all warranties and guaranties of the loan agreement on behalf of C&D Construction Services, Inc.

Peter A. Salazar
Peter Anthony Salazar
C&D Construction Services, Inc.
[REDACTED]

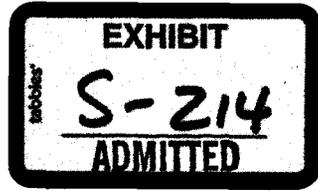


STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

[Signature]

Signature of Notary Public
July 01, 2012

My Commission Expires



TRI-CORE COMPANIES LLC
8800 E CHAPARRAL RD STE 270
SCOTTSDALE AZ 85280-2607
480-346-3200

2465

1184

81-527/1221 1963
533080397

DATE 1-31-11

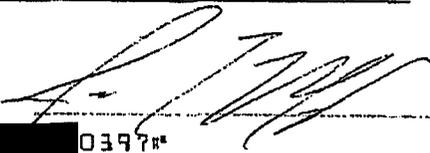
PAY TO THE ORDER OF Lisa Davis \$400.00

-Four hundred & no/100-

DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR



⑈000001184⑈ ⑆122105278⑆ 0397⑈

2465

EXHIBIT
S-215
ADMITTED

2465



TRI-CORE BUSINESS DEVELOPMENT LLC
8800 E. CHAPARRAL ROAD, #270
SCOTTSDALE, AZ 85250

WELLS FARGO BANK, N.A.
www.wellsfargo.com
91-527/1221

1456

2/1/2012

PAY TO THE ORDER OF Lisa Davis

\$ 400.00

Four Hundred and 00/100 DOLLARS

Lisa Davis
[Redacted] NV [Redacted]

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

⑆0000001456⑆ ⑆122605278⑆ [Redacted] 700 L⑆

Details on Back
Security Features Included

2/3/2012 12:33 PM

[Handwritten Signature]
5/1/15

VOID CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Tri-Core Business Development 8800 E. Chaparral Rd. Suite 270 Scottsdale, AZ 85250 (480) 278-7031		Payer's RTN (optional) 1 Interest income \$ 5120.00 2 Early withdrawal penalty \$	OMB No. 1545-0112 2011 Interest Income Form 1099-INT	
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	3 Interest on U.S. Savings Bonds and Treas. obligations \$	Copy C For Payer For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Certain Information Returns.	
RECIPIENT'S name Lisa Davis		4 Federal income tax withheld \$		5 Investment expenses \$
Street address (including apt. no.) [REDACTED]		6 Foreign tax paid \$		7 Foreign country or U.S. possession \$
City, state, and ZIP code [REDACTED] NV [REDACTED]		8 Tax-exempt interest \$		9 Specified private activity bond interest \$
Account number (see instructions) [REDACTED]	2nd TIN not <input type="checkbox"/>	10 Tax-exempt bond CUSIP no. (see instructions)		

Form 1099-INT

Department of the Treasury - Internal Revenue Service

11
 ACC011137
 FILE #8337

CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. C&D Construction Services Inc 130 West Owens Ave North Las Vegas, NV 89030		PAYER'S federal identification number [REDACTED]		RECIPIENT'S identification number [REDACTED]		RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Lisa Davis [REDACTED] [REDACTED] NV [REDACTED]	
Payer's RTN (optional) 1 Interest income \$ 4,400.00 ✓		2 Early withdrawal penalty \$		3 Interest on U.S. Savings Bonds and Treas. obligations \$		Form 1099-INT 2012 Interest Income	
4 Federal income tax withheld \$		5 Investment expenses \$		6 Foreign tax paid \$		7 Foreign country or U.S. possession \$	
8 Tax-exempt interest \$		9 Specified private activity bond interest \$		Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.			

Account number (see instructions)

ERC OF NEVADA LLC
8800 E CHAPARRAL RD STE 270
SCOTTSDALE, AZ 85280-2607

WELLS FARGO BANK, N.A.
www.wellsfargo.com
91-52771221

1982

6/1/2012

PAY TO THE ORDER OF Lisa Davis

\$**400.00

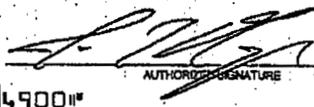
Four Hundred and 00/100

DOLLARS

Lisa Davis

NV

MEMO



AUTHORIZED SIGNATURE

⑈0000001982⑈ ⑆122105278⑆ ⑈400⑈

Details on Back
Security Features Included

⑈08062012 3102 1789⑈

08062012 3102

1789



TRI-CORE BUSINESS DEVELOPMENT LLC CONSULTANT AGREEMENT

This Business Consultant Agreement ("Agreement") is made and effective on commencement of initial payment,

BETWEEN: **Tri-Core Business Development LLC** (the "Consultant"), a company organized and existing under the laws of the ARIZONA.

Tri-Core Business Development LLC

C/o Arizona Investment Center

8800 E. Chaparral #270

Scottsdale, Arizona 85250

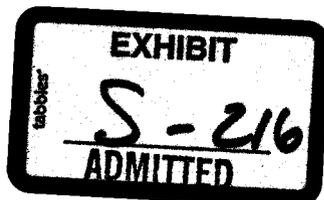
AND: **C & D Construction Services Inc.** (the "Company"), a company/individuals organized and existing under the laws of the NEVADA.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement:

The consultant will provide a **feasibility study, marketing plan, business plan, appraisal of property franchise development, Regulation D development and consulting services** for C & D Construction Services Inc...



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FILE #8337

A handwritten signature in black ink, appearing to be "RMS" or similar, with "FAS" written below it.

The appraisal will indicate a separate value for the land and the improvements. The appraisal will meet the general requirements of the Appraisal Institute and USPAP.

Tricore Business Development LLC will provide an in depth **feasibility study** for the planned operation at the referenced land and buildings for converting waste products including municipal solid waste (MSW) to a condensed feed stock for conversion to bio-fuels and or electricity.

The site will also be used as a site for testing and development of waste-to-energy processes and equipment that will be available to third party manufacturers and engineering companies.

The feasibility study will include an analysis of the entire process from the movement of waste from the Las Vegas area to the process plant on site to the end product of feed stock in a pellet sized product that can be utilized on site for production of bio-fuels or electricity or can be shipped to other production sites.

The feasibility study will include but not be limited to the following

- Introduction and Scope of Study
- Market Analysis
- Target Market
- Overall Market Feasibility
- Producer Survey and Support Analysis
- Review & Analysis of Survey Results
- Supply Outlook
- Organization & Technology Analysis
- Organization Capacity Analysis
- Operational Scenarios
- Map of Producer Locations
- Supply and Demand Outlooks
- Financial Summary and Feasibility
- Assumptions
- Summary and Conclusions
- Recommendations

Grant Writer Services for the project will also be part of the package. Grant Writer Services will include but not be limited to the following

- Grant identification as profiled by grant writer
- Grant application complete and submitted by grant writer and/or consultant
- Grant prepared and packaged by grant writer
- Grant guidelines held in compliance to state and federal grants by grant writer

Engineering Services for the project will also be part of the package. Engineering Services will include but not be limited to the following

- Plot improvement to present to investors and lenders
- Engineering will be limited to plot improvements and light structural.

Architect Rendering for the project will also be part of the package. Architect rendering will include but not be limited to the following

- Architectural rendering will be concept drawing with improvements as hired.

A handwritten signature in black ink, appearing to be 'JAS', is located in the bottom right corner of the page.

ACC009588
FILE #8337

- Architectural rendering will be limited to revisions as set forth in agreement.

The marketing plan which will be part of the business plan will detail the necessary actions to achieve the objectives of the company. The plan will cover five years and will be a key part in the overall business plan and the objectives of the business.

The business plan will include but not be limited to the following

EXECUTIVE SUMMARY

- A. COMPANY OVERVIEW
- B. THE SERVICES
- C. THE MARKET
- D. MARKETING & SALES
- E. THE MANAGEMENT
- F. FINANCIAL SUMMARY

COMPANY OVERVIEW

- A. MISSION STATEMENT
- B. THE BUSINESS OPPORTUNITY
 - 1. COMPANY DESCRIPTION
 - 2. VALUE PROPOSITION OF THE BUSINESS
 - 3. INDUSTRY BACKGROUND
- C. CAPITAL REQUIREMENTS
- D. BUSINESS MODEL & GROWTH STRATEGY

THE MARKET

- A. MARKET ANALYSIS
 - 1. FIGURES
 - 2. TRENDS
 - 3. INDUSTRY ANALYSIS
- B. DEMOGRAPHIC INFORMATION
- C. DEMOGRAPHIC INFORMATION
- D. PROFILE OF DIRECT COMPETITORS
- E. COMPETITIVE ANALYSIS
- F. COMPETITIVE STRATEGY

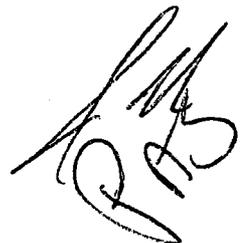
THE SERVICES

- A. FACILITY LAYOUT
- B. RECYCLING SERVICES
- C. TO BE DETERMINED
- D. PRICING STRATEGY

MARKETING PLAN

- A. MARKETING OVERVIEW & STRATEGY
- B. BRANDING STRATEGY
- C. INTERNET ADVERTISING
- D. PRINT ADVERTISING
- E. RADIO ADVERTISING
- F. TELEVISION ADVERTISING
- G. SIGNAGE
- H. SPONSORSHIPS
- I. PROMOTIONS

ACC009589
FILE #8337



- J. PUBLIC RELATIONS
- K. TO BE DETERMINED

MANAGEMENT & STAFF

- A. EXECUTIVEMANAGEMENT
- B. STAFF

OPERATIONAL PLAN

- A. OPERATIONAL OVERVIEW
 - 1. HOURS OF OPERATION
 - 2. LEGAL STRUCTURE
 - 3. OPERATIONAL GROWTH PLAN
- B. COMPUTER HARDWARE & SOFTWARE
- C. BILLING & SALES
- D. PARKING
- E. LEGAL & INSURANCE
- F. CUSTOMER SERVICE
- G. WEBSITE DESCRIPTION

The franchise development will include expert assistance and hands-on support with the entire development process of your franchise. All franchise development and packaging will be created in your franchise package.

The Regulation D services and creation will include two regulation d agreements. First is the regulation d to create the research and development of your project, which will generate 1.5 million dollars in its offering. The second regulation d that will be created is for the acquisition of land and operations capital which will range from 6-10 million dollars in the offering. The second regulation d raise amount is to be determined through the research generated by the work done in the first regulation d.

Our business consulting services our included in this package and will include all travel and time consideration until your second regulation d is funded.

The company has identified funding for the second regulation d and is not engaging consultant to raise the capital requested in the second regulation d.

2. PLACE WHERE SERVICES WILL BE RENDERED

The consultant will perform most services in accordance with this contract at a location of consultant's discretion. In addition, the consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

3. PAYMENT TO CONSULTANT

Our fees for this project which include our consulting services will total \$1,500,000.00.

The first stage (initiation of the complete bank ready business plan, feasibility study, marketing study, appraisal of property and consulting services) will start once a fee is collected through the appointed Regulation D. The collection of fees will engage TBD to initiate and develop a complete feasibility study, franchise development, marketing study, bank ready business plan, appraisal of property and consulting services. As fees are collected work will start in direct proportions to monies collected.

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FILE #8337



At time of funding of your project, TBD will require the second half of your payment in the amount of \$750,000.00. The fees can be collected through funding and/or through the Regulation D.

The company has agreed to accept the terms set forth in the Regulation D. The terms of the Regulation D are as follows:

Amount of Regulation D:	\$1,500,000
Other (Describe)	\$750,000 collected in the first round, the remaining balance to be paid through loan amount and/or the regulation d
Amount financed:	\$1,500,000 financed through the regulation d with an option to collect the balance through the regulation d and/or at time of finance
Total of payments:	24 payments per each unit sold through regulation d
Annual Rate:	24% with monthly payments due on the 1st of each month.

Company understands that they are responsible for payments on the first of each month to Tri-Core Business Development LLC, who will act as liaison to investor(s) and company. Tri-Core Business Development LLC will accept and sign notes for company as instructed through limited power of attorney. Company will be notified every-time a new unit/note is sold and a full accounting of the collection will be given on a monthly basis.

The property that is pledged as collateral by company includes the following:

C & D Construction Services Inc. assets which include equipment, agreements, contracts and real estate which has a business appraised value of \$4,500,000.00

In addition company agrees to pledge as collateral 112 acres of agriculture land in California. The land is free of any liens and has an appraised value of \$500,000

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FILE #8337



PLEDGE OF PROPERTY

Pledge of property has been signed by company and will be used as a collateral against the investor(s) investment on the first regulation d. The company agrees to keep property listed free of any new liens or encumbrances.

4. INDEPENDENT CONTRACTOR

Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

5. CONFIDENTIAL INFORMATION

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

6. EMPLOYMENT OF OTHERS

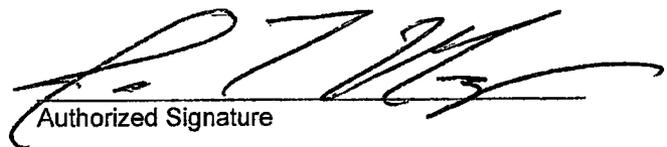
The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

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

COMPANY

CONSULTANT


Authorized Signature


Authorized Signature

PETER A. SALAZAR (SECRETARY)
Print Name and Title

JASON TODD MOULTON 10-20-10
Print Name and Title

Annalisa Weiss

From: Kris Brunia <Kris.Brunia@asu.edu>
Sent: Wednesday, April 03, 2013 3:49 PM
To: MacHolz, Chad R - DFI
Subject: RE: WI Dept. of Financial Institutions Division of Securities; Case No. S-225806
Attachments: 2678_0001.pdf

Hi Chad,

Attached is the FERPA compliant Enrollment Verification Letter and should contain all of the information you requested.

Please let me know if I can assist you further.

Have a nice day ☺



Kris Brunia
Administrative Assistant
University Registrar's Office
Arizona State University
480-965-7302
480-727-6722 fax

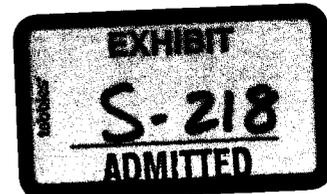
From: MacHolz, Chad R - DFI [<mailto:Chad.MacHolz@dfi.wisconsin.gov>]
Sent: Wednesday, April 03, 2013 2:29 PM
To: Kris Brunia
Subject: WI Dept. of Financial Institutions Division of Securities; Case No. S-225806

Hi Kris,

As discussed, the State of Wisconsin Department of Financial Institutions Division of Securities requests information relating to the academic matriculation of **Jason Todd Mogler, SSN: [REDACTED] - [REDACTED], DOB: [REDACTED]/1968**. We are investigating a matter to determine compliance with provisions of the Wisconsin Uniform Securities law in the offer and sale of securities to persons in Wisconsin.

Please forward to my attention the following Directory Information:

1. Dates of attendance
2. Enrollment status
3. College, Academic level, and Academic major
4. Degrees, honors, and awards received
5. Most recently attended educational institution



Thank you for your help and cooperation. If you have any questions about my request, please contact me at (608) 261-4505.

Regards,

Chad

Chad MacHolz

Securities Examiner

Wisconsin Department of Financial Institutions

Division of Securities

Bureau of Enforcement

201 W. Washington Ave. Ste. 300

P.O. Box 1768

Madison, WI 53701

Phone: (608) 261-4505

Fax: (608) 264-7979

chad.macholz@dfi.wisconsin.gov

Arizona State University
University Registrar's Office
P.O. Box 870312
School Code: 001081
Tempe, Arizona 85287-0312
(480) 965-3124

Enrollment Verification as of 4/3/2013

Name: Jason Mogler

Enrollment History

Term	Career	Begin Date	End Date	Units	Status
1991 Spring	UGRD	01/14/1991	05/10/1991	6.00	Half-Time
1991 Fall	UGRD	08/26/1991	12/20/1991	6.00	Half-Time
1992 Spring	UGRD	01/13/1992	05/08/1992	3.00	Less 1/2
1992 Fall	UGRD	08/24/1992	12/18/1992	6.00	Half-Time
1993 Spring	UGRD	01/18/1993	05/14/1993	3.00	Less 1/2

Notes:

Mr. Mogler, DOB [REDACTED] 1968, attended as a non-degree seeking undergraduate student. Spring 1993 was his last enrolled semester and he did not earn a degree from Arizona State University.

Sincerely,



Louise Denny
University Registrar



Tri-Core MLD, LLC - May 1, 2007 Offering

Securities Sold In & From Arizona (S-51)

Last Name	First Name	State	Date of Investment	Amount of Investment	Bates	Type	Exhibit
Adriance	Georgean	AZ	01/03/08	\$5,000	TRL_MLD001148-1192	PPM	S-52
Adriance	Georgean	AZ	01/11/08	\$5,000	TRL_MLD001103-1147	PPM	S-52
Allen	Greg D.	AZ	03/18/08	\$5,000	TRL_MLD001193-1244	PPM	S-53
Allen	Greg D.	AZ	11/15/07	\$5,000	TRL_MLD001245-1289	PPM	S-53
Allen	Jennifer & Greg	AZ	01/03/08	\$5,000	TRL_MLD001470-1514	PPM	S-54
Allen	Jennifer	AZ	12/05/07	\$10,000	TRL_MLD001515-1559	PPM	S-54
Armstrong	Richard & Carol	AZ	12/11/07	\$100,000	TRL_MLD000135-137; TRL_MLD002837-2881	PPM	S-55
Barnes	Jannene	AZ	12/26/07	\$10,000	ACC004860-4905	PPM	S-105
Barnes	Jannene	AZ	12/10/07	\$5,000	ACC004814-4859	PPM	S-105
Blair	Andrew	AZ	02/29/08	\$10,000	TRL_MLD000152-196	PPM	S-56
Clark	William	AZ	05/25/07	\$60,000	MOGLER_009592	Emoil	S-114
Crandell	Donald	AZ	12/18/06	\$5,000	MOGLER_009592	Emoil	S-114
Derby	Mike	CA	04/29/08	\$30,000	TRL_MLD002331-2381	PPM	S-57
Emelity	Mark	AZ	02/15/08	\$20,000	TRL_MLD002427-2471	PPM	S-58
Emmer	Dane	AZ	04/22/08	\$5,000	TRL_MLD000602-652	PPM	S-59
Emmer	Pam	AZ	04/22/08	\$10,000	TRL_MLD002651-2701	PPM	S-60



Fangmeier	Delmar & Margaret-Ann	AZ	11/23/07	\$10,000	TRL_MLDD000743-787	PPM	S-61
Fangmeier	Kristin	AZ	11/23/07	\$10,000	TRL_MLDD002010-2054	PPM	S-62
Fetter	Rodney & Carrie	AZ	11/28/07	\$100,000	TRL_MLDD002927-2971	PPM	S-63
Floerchinger	Lee	AZ	01/04/08	\$5,000	ACCC011141-11159	PPM	S-113
Francis	Arlene	CA	04/17/08	\$5,000	ACCC000152-197	PPM	S-107
Francis	Daniel M.	CA	04/17/08	\$5,000	TRL_MLDD000198-245	PPM	S-64
Garrett-Johnson	Tiffany	AZ	01/24/08	\$5,000	TRL_MLDD003017-3061	PPM	S-65
Gibbons	John Rendol	AZ	11/09/07	\$15,000	TRL_MLDD001650-1694	PPM	S-66
Heller	Stephanie	AZ	07/03/07	\$10,000	MOGLER_009339	Emcil	S-96
Hohman	John	MI	06/26/08	\$10,000	ACCC011668-11716	PPM	S-112
Jensen	Henrik	AZ	01/18/08	\$25,000	TRL_MLDD001290-1334	PPM	S-67
Jensen	Per Rumann	TX	02/12/08	\$10,000	TRL_MLDD002747-2791	PPM	S-68
Johnston	Jeanette	AZ	11/20/07	\$20,000	TRL_MLDD001425-1469	PPM	S-69
Kolber	Cyndi	AZ	01/25/08	\$10,000	TRL_MLDD000467-511	PPM	S-70
Lang	Margaret	AZ	04/24/08	\$10,000	TRL_MLDD002190-2240	PPM	S-71
Maccosy	María	AZ	01/18/08	\$10,000	TRL_MLDD000151, TRL_MLDD002241-2285	PPM	S-72
Mangas	Jerold J.	AZ	02/11/08	\$10,000	TRL_MLDD0001560-1604	PPM	S-73
Mangas	Jerold J.	AZ	02/25/08	\$10,000	MOGLER_009008-9009	Emcil	S-98
Marino	Joseph	AZ	11/24/07	\$5,000	TRL_MLDD0001875-1919	PPM	S-74
McKnight	Victoria	AZ	05/18/07	\$30,000	TRL_MLDD003239-3282	PPM	S-75

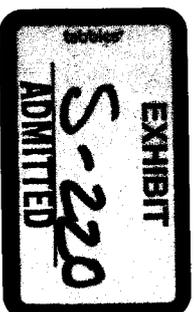
Mitzel	Eric	AZ	02/08/08	\$10,000	TRL_MLDD000878-922	PPM	S-76
Mitzel	Eric	AZ	02/21/08	\$5,000	TRL_MLDD000833-877	PPM	S-76
Pipkins	Joseph	AZ	10/15/07	\$5,000	TRL_MLDD001830-1874	PPM	S-77
Pitsch	Brent	AZ	08/07/07	\$10,000	MOGLER_009120-21; MOGLER_009592	Email	S-97
Ploof	John	AZ	11/07/07	\$10,000	ACCC010499-10543	PPM	S-108
Ploof	Lynn	AZ	11/07/07	\$10,000	ACCC010075-10076; 10602-10604	PPM	S-111
Richardson	Benjamin	AZ	12/04/07	\$10,000	TRL_MLDD000287-331	PPM	S-78
Robert	Pat	AZ	09/20/07	\$10,000	TRL_MLDD002702-2746	PPM	S-79
Rodriguez	Belinda	AZ	01/17/08	\$20,000	TRL_MLDD000242-286	PPM	S-80
Rodriguez	Ryan	AZ	01/17/08	\$5,000	TRL_MLDD002972-3016	PPM	S-81
Romero	Manuel	AZ	10/10/07	\$50,000	TRL_MLDD002145-2189	PPM	S-82
Sanchez	Cory	AZ	01/31/08	\$5,000	TRL_MLDD000377-421	PPM	S-83
Sanchez	Henry	AZ	09/12/07	\$5,000	TRL_MLDD003150-3194	PPM	S-84
Scott	Leo	AZ	02/07/08	\$5,000	TRL_MLDD002055-2099	PPM	S-85
Simak	Nicholas	AZ	12/27/07	\$5,000	TRL_MLDD002562-2606	PPM	S-86
Sokolik	Donna	AZ	08/16/07	\$75,000	TRL_MLDD003106-3149	PPM	S-87
Strnad	Michael	AZ	10/11/07	\$30,000	TRL_MLDD002382-2426	PPM	S-88
Tennenbaum	Craig	OH	02/05/08	\$10,000	TRL_MLDD000422-466	PPM	S-89
Tennenbaum	Nanette	OH	02/05/08	\$60,000	TRL_MLDD002472-2561	PPM	S-90
Therkildsen	Erik	DENMARK	02/15/08	\$125,000	TRL_MLDD000923-967	PPM	S-91

Udd	Randol	AZ	12/05/07	\$25,000	TRL_MLD002792-2836	PPM	S-92
Vollmer	Mark (& Jim)	AZ	01/03/08	\$5,000	TRL_MLD002286-2330	PPM	S-93
Vollmer	Darlene	WI	01/23/08	\$5,000	ACC011487-11527.8, 11595-96	PPM	S-94
Wielma	Peter	AZ	02/21/07	\$50,000	MOGLER_008897; MOGLER_009082-83;	Email	S-95
Armstrong	Michael	MO	12/11/07	\$10,000	ACC013088-13113	PPM	S-253
TOTAL INVESTOR FUNDS				\$1,165,000			

Tri-Core Companies, LLC - February 2008 Offering

Securities Sold In & From Arizona (S-50)

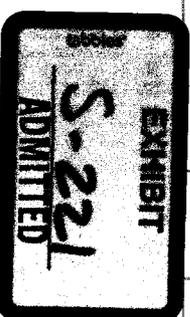
Last Name	First Name	State	Date of Investment	Amount of Investment	Notes	Type	Exhibit
Whdlen	Alicia & David	AZ	2/29/2008	\$90,000	TRL_C007630-7681	PPM	S-128
Hickok	David	ID	3/6/2008	\$5,000	TRL_C007682-7733	PPM	S-132
Wong	Harry	AZ	3/3/2008	\$200,000	TRL_C007790-7840; ACC010923-10973	PPM; PPM	S-129
Senser	Kurt	CA	3/14/2008	\$5,000	TRL_C007893-7944	PPM	S-133
Hansen	Martha	AZ	3/13/2008	\$15,000	TRL_C007945-7996	PPM	S-134
Schumacher	Warren & Sue	IL	3/16/2008	\$10,000	TRL_C008049-8100	PPM	S-135
Pietz	David & Kathy	AZ	4/21/2008	\$10,000	TRL_C007734-7788	PPM	S-136
TOTAL INVESTOR FUNDS				\$335,000			



Tri-Core Companies - March 2008 Offering

Securities Sold In & From Arizona (S-44)

Last Name	First Name	State	Date of Investment	Amount of Investment	Bates	Type	Exhibit
Arakaki	Ryan	AZ	02/16/10	\$10,000	TRL_C004676-4739	PPM	S-141
Babcock (formerly Torgerson)	Leslie	AZ	11/06/09	\$65,610	TRL_C006088-6152	PPM	S-142
Babcock (formerly Torgerson)	Leslie	AZ	12/22/09	\$23,572	TRL_C006153-6217	PPM	S-142
Brown (formerly Entrekin)	Kimberly	TN	04/16/10	\$15,000	TRL_C005960-6023	PPM	S-149
Caswell	Michael	AZ	12/01/08	\$40,000	TRL_C006475-6538	PPM	S-143
Chan	Elton	Canada	06/30/09	\$70,000	TRL_C005576-5639	PPM	S-144
Chan	Matthew	Canada	07/09/09	\$70,000	TRL_C006282-6345	PPM	S-145
Chantell	Christina	AZ	07/07/08	\$10,000	TRL_C005449-5511	PPM	S-146
Chen	James	CA	11/10/08	\$100,000	ACC011717-11780	PPM	S-166
Chen	James	CA	02/05/09	\$50,000	ACC011781-11843	PPM	S-166
Curry	Rich	AZ	07/23/08	\$20,000	TRL_C007151-7214	PPM	S-147
Curtois	James S. & Nancy K.	AZ	12/03/08	\$10,000	TRL_C005705-5768	PPM	S-148
Dibiaso	Richard & Shawna	CA	04/14/10	\$150,000	ACC011528-11594	PPM	S-163
Glosser	Paula A.	AZ	12/07/08	\$10,000	TRL_C006603-6667	PPM	S-150
Guissacs	Jerome D.	AZ	08/06/08	\$50,000	ACC002804-2867	PPM	S-151
Guissacs	Jerome D.	AZ	10/07/08	\$30,000	ACC002869-2936	PPM	S-151



Tri-Core Companies - March 2008 Offering

Securities Sold In & From Arizona (S-44)

Last Name	First Name	State	Date of Investment	Amount of Investment	Bates	Type	Exhibit
Liu	Francis	CA	04/27/08	\$10,000	TRL_C005641-5768	PPM	S-153
Mangas	Jerold J.	AZ	05/05/08	\$40,000	TRL_C005769-5831	PPM	S-154
Marcus	Thomas J. and Holly M.	VA	11/07/08	\$10,000	TRL_C007055-7118	PPM	S-155
McKnight	Victoria	AZ	10/05/10	\$50,000	TRL_C007215-7277	PPM	S-156
Pasco	Naomi L.	AZ	02/03/10	\$10,000	TRL_C006549-6602	PPM	S-157
Passlack	Matthias	AZ	06/25/09	\$150,000	TRL_C006346-6409	PPM	S-158
Samilton	Maury	AZ	10/27/09	\$12,650	TRL_C006410-6474	PPM	S-159
Samilton	Theresa & Maury	AZ	12/03/09	\$10,000	TRL_C006989-7054	PPM	S-160
Samilton	Paul	CA	11/01/08	\$100,000	ACCC011600-11664	PPM	S-165
Sydell (via Barmis Premier Capital)	Leslie	AZ	01/20/09	\$10,000	TRL_C006218-6281	PPM	S-142
Torgerson (now Babcock)	Alfred & Nancy	AZ	02/05/09	\$10,000	TRL_C005321-5384	PPM	S-161
Tossell	Thuy	CA	05/15/09	\$10,000	ACCC011873-11937	PPM	S-172
Vo	Ralph H	AZ	12/05/08	\$12,000	TRL_C006668-6732	PPM	S-162
Williams							
TOTAL INVESTOR FUNDS				\$1,158,832			

Tri-Core Companies - June 1, 2010 Offering

Securities Sold In & From Arizona (S-47)

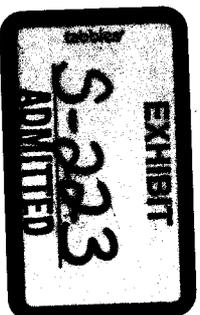
Last Name	First Name	State	Date of Investment	Amount of Investment	Bates	Solicitation Method (Per Interviews)	Type	Exhibit
Palou	Gloria M.	NV	10/1/2010	\$55,000	TRL_C003047-3101	Internet conference with Mogler; telephone calls with Buckley; mailed investment documents to AZ	PPM	S-184
Drazga (Integrus Investing, LLC)	Barbara	AZ	3/17/2011	\$10,000	TRL_C001942-1996	Entrust recommended AIC; Discussions with Buckley	PPM	S-185
Dunn	Ian S.	AZ	2/18/2011	\$20,000	TRL_C001997-2051	Discussions with Buckley (father)	PPM	S-186
Pries (now Hogan)	Jessica L.	AZ	3/10/2011	\$10,000	TRL_C003268-3322	Power point presentation and in person meeting with Buckley in Scottsdale	PPM	S-187
Costello	Stephanie	NV	7/29/2010	\$75,000	TRL_C004345-4399	Discussions with Buckley; wired funds to AZ through Entrust	PPM	S-188
Floodtron, Inc.		AZ	6/9/2010	\$100,000	ACC012218-12268	Polanchek	PPM	S-189
Sherman	Mark	AZ	6/9/2010	\$100,000	ACC_012898-12951	Polanchek	PPM	S-236
TOTAL INVESTOR FUNDS				\$370,000				



ERC Compactors, LLC - August 8, 2011 Offering

Securities Sold In & From Arizona (S-38)

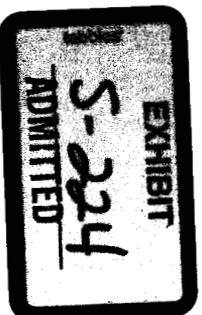
Dunn	Ign S.	AZ	10/25/2011	\$90,000	ERC_C000305-350		PPM	S-191
Floatron, Inc.		AZ	8/22/2011	\$300,000	ERC_C001445; ACC012311-12355		Note; PPM	S-207; S-196
Fuel Fresh, Inc.		AZ	8/22/2011	\$100,000	ERC_C001446; ACC012075-12119		Note; PPM	S-198; S-199
Katz Residuary Trust		AZ	11/15/2011	\$100,000	ERC_C000045; ACC_012521-12565	Repaid \$27,383.33	Check; PPM	S-200; S-235
Marjorie G. Katz Revocable Trust (MGK, Inc.)		MO	8/22/2011	\$50,000	ACC012446-12520	Repaid \$1,6659.67	PPM	S-201
Polanchek	Carole A.	AZ	11/15/2011	\$40,000	ERC_C000898-941		PPM	S-192
Sanders	Charles M.	AZ	10/6/2011	\$15,000	ERC_C001126-1171	Repaid \$3,434.40	PPM	S-193
Sherman	Mark	AZ	8/22/2011	\$35,000	ERC_C001447; ACC_011987-12030		Note; PPM	S-194; S-195
The Douglas R. and Janine L. Dunn Trust		AZ	8/23/2011	\$60,000	ERC_C000260-304		PPM	S-190
The Douglas R. and Janine L. Dunn Trust		AZ	10/25/2011	\$90,000	ERC_C000214-259		PPM	S-190



C&D Construction Services, Inc. - October 1, 2010 Offering

Securities Sold In & From Arizona (S-35)

Last Name	First Name	State	Date of Investment	Amount of Investment	Bates	Misc	Type	Exhibit
Davis	Lisa R.	NV	11/8/2010	\$20,000	ACC011090-11133	Repaid \$9520	PPM	S-213
The Douglas R. Janine L. Dunn Trust		AZ	11/30/2010	\$35,000	TRL_BD001924-1965		PPM	S-212
The Douglas R. Janine L. Dunn Trust		AZ	12/14/2010	\$15,000	TRL_BD001881-1923		PPM	S-212
Floatron, Inc.		AZ	11/9/2010	\$100,000	ACC012269-12310	Repaid \$49400	PPM	S-197
Fuel Fresh, Inc.		AZ	11/9/2010	\$100,000	ACC012031-12074		PPM	S-206
Hsieh	May Beth	AZ	11/26/2010	\$25,000	TRL_BD001395-1438		PPM	S-211
Marjorie G. Katz Revocable Trust		MO	11/9/2010	\$100,000	ACC012402-12445	Repaid \$45400; amount in PPM is error per investor	PPM	S-234
Sanders	Charles M.	AZ	11/15/2010	\$40,000	TRL_BD001527-1570	Repaid \$18800	PPM	S-210
Sherman	Mark	AZ	10/26/2011	\$100,000	TRL_BD001571-1614; ACC011946-11986	Repaid \$50334	PPM	S-205
Sherman Melvin Katz Revocable Living Trust		MO	11/9/2010	\$100,000	TRL_BD001263-1306	Repaid \$13400	PPM	S-208
Sherman Melvin Katz Revocable Living Trust		MO	1/6/2011	\$100,000	TRL_BD001307-1350	Repaid \$9666.67	PPM	S-208
TOTAL INVESTOR FUNDS				\$735,000		\$196,520.67		



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The Investment Road Show) BROADCAST

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TRANSCRIPTION FROM AN AUDIO RECORDING

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October 18, 2010

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Transcribed by:
Katherine A. McNally
CERTIFIED TRANSCRIBER
CET**D-323

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1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.

2 (Commencement of audio recorded broadcast of The
3 Investment Road Show at 00:00:00.)

4 MR. MORGAN: From the KFNN Financial News desk,
5 I'm Ken Morgan.

6 MALE SPEAKER: The views expressed on the
7 following program do not necessarily reflect the views
8 of KFNN staff, management, or advertisers, and do not
9 represent an offer to buy or sell any securities.

10 (Music playing.)

11 MALE SPEAKER: It's time to get on the road of
12 alternative investments with The Investment Road Show,
13 sponsored by the Arizona Investment Center. Jason
14 Mogler and Jim Hinkeldey are ready to discuss a wide
15 range of alternative investments with you.

16 To join this show, call (602) 324-KFNN. That's
17 (602) 324-5366, or outside the Phoenix area, call (800)
18 293-KFNN. Now, sit back and enjoy the ride, because
19 it's time for The Investment Road Show.

20 JASON MOGLER: You're listening to 1510 AM, KFNN
21 Radio. This is The Investment Road Show. I'm Jason
22 Mogler. I'm here with my cohost, Jim Hinkeldey.

23 Jim, how are you doing today?

24 JIM HINKELDEY: (Indiscernible) and I'm looking
25 forward to a great show today.

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2 JASON MOGLER: You know, and a lot of people
3 have been asking, what is The Investment Road Show? And
4 it's here every Monday at high noon on KFNN Radio,
5 1510 AM. And listeners are encouraged to call in if
6 they have any questions or input or something of value
7 on today's topic.

8 Our Monday daily topic covers alternative
9 investments. And, Jim, what are alternative
10 investments?

11 JIM HINKELDEY: Well, alternative investments
12 should always be part of one's portfolio. The textbook
13 answer of an alternative investment is something that is
14 not stocks, bonds, or cash.

15 JASON MOGLER: And --

16 JIM HINKELDEY: Typ- --

17 JASON MOGLER: Go ahead.

18 JIM HINKELDEY: Typically they have a little
19 longer maturity, and accordingly they're priced that
20 way, as well.

21 JASON MOGLER: And how -- what percentage of
22 your portfolio do you think that you should have in an
23 alternative investment, Jim?

24 JIM HINKELDEY: I've always been, in my earlier
25 years, very aggressive in alternative investments

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2 because that always gave me a great return, and I
3 always balanced that off of my long-range goals. So
4 there's no real textbook answer on that, Jason. The
5 best thing is just to kind of sit back and figure out
6 where you want to be and what you may need for the
7 future for such things as, say, education and
8 retirement, and that kind of puts everything right
9 into focus at that point.

10 JASON MOGLER: You know, and what's the -- the
11 interesting thing about being in the alternative
12 investment market is that every investment opportunity
13 is different. It's -- there's a wide range.

14 JIM HINKELDEY: There is. And we have always
15 specialized in real estate. We've done very well, both
16 domestically and internationally. And if anybody had
17 listened to the last two shows, we're also going into
18 waste management.

19 JASON MOGLER: That's true. Yeah, landfills.

20 JIM HINKELDEY: Um-hmm.

21 JASON MOGLER: People don't -- people don't
22 think about -- you know, before I even got into
23 alternative investments, I didn't think you could get
24 into recycling centers.

25 JIM HINKELDEY: Yes.

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2 JASON MOGLER: And we -- we got a lot of calls
3 on that on the recycling center and how you can invest
4 and put your money to work for you.

5 JIM HINKELDEY: And, Jason, why would you go
6 into an alternative investment? You're a young family
7 man.

8 JASON MOGLER: Well, you know, the reason why I
9 look at alternative investments, and I have my whole
10 life -- gold was an alternative investment that I --
11 that I've always, you know, partaked in.

12 JIM HINKELDEY: Right.

13 JASON MOGLER: Land, always. It's something you
14 can feel, touch. The thing that I like about
15 alternative investments is that because they are so
16 different, the returns, when you take a look at it,
17 there's a -- there's kind of a -- I don't know, there's
18 the homework that we do on it to make sure that it's a
19 safe investment.

20 JIM HINKELDEY: Um-hmm.

21 JASON MOGLER: And by "safe," I mean it's
22 secured by either land or it's land-backed security.
23 And I just feel more comfortable in alternative
24 investments.

25 And because of the wide range, I like to read

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2 the portfolios and the performance that they send over
3 and the business plans, and there's just kind of a -- I
4 don't know, it's like reading a good book. And I've
5 found a lot of bad books too that -- in fact, 98 or
6 99 percent of what we recommend we don't invest in.

7 JIM HINKELDEY: That's right. And the thing
8 that we do invest in is -- always makes sense, it has to
9 make sense, and we always tell people to come in and
10 talk to us and kick the tires, because that's what it's
11 all about. And regardless of what investment you go
12 into, you have to do your homework.

13 JASON MOGLER: And there's a good reason to
14 listen to us. Our average returns have been pretty
15 incredible. And we're actually -- our company is going
16 to be featured in the Personal Real Estate Investor
17 magazine in January as the master investor. And they
18 ran an article on our recycling center in November, so
19 that article is going to come out in the Personal Real
20 Estate Investor magazine.

21 Our companies have been in several nation wide
22 financial magazines, and I contribute that to our team.
23 Our team has created higher-than-average returns for our
24 investors because of our team's ability to identify
25 opportunities in both international and domestic

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2 markets. We basically, quite simply, do our homework,
3 and we get involved every step of the way with our
4 projects. So it's not just our investor's money; we put
5 our own money to work and also our time and create an
6 investor base that's been pretty happy over the last
7 couple of years, even in this market.

8 JIM HINKELDEY: Yeah, and when we go, let's say,
9 into Mexico, we go in there not blindly. We know the
10 lay of the land. We know the environment. And
11 selectively we look at properties that we know are going
12 to grow greatly in appreciation.

13 JASON MOGLER: And -- go ahead.

14 JIM HINKELDEY: A typical property in Mexico has
15 always been beautiful, pristine, waterfront properties.

16 JASON MOGLER: Uh-huh.

17 JIM HINKELDEY: And we'll either do it to buy
18 and hold for a longer term or buy/hold to get all the
19 different permits in place and sell. But we've been
20 successful in that market. In fact, right now we're
21 coming out with the latest land appreciation fund in
22 Mexico, which is going to be a longer term than -- than
23 we normally have, but we're getting that property at a
24 very great price.

25 JASON MOGLER: And our show is -- The Investment

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2 Road Show is sponsored by the Arizona Investment Center.
3 And so we have investments like Mexico, like the
4 recycling center. We talked about wind farms at one
5 point. But the Arizona Investment Center is a
6 collective group of alternative investment companies
7 offering outstanding investment alternatives. And they
8 offer private -- participating investors can
9 participate.

10 Jim, do they have to be accredited or
11 unaccredited for -- in joining the investor pools?

12 JIM HINKELDEY: No. We're open to both. Of
13 course, there is -- depending on what type of security
14 they go into, there is a cap on nonaccredited investors,
15 but we are open to both.

16 JASON MOGLER: You know, and the one thing that
17 I like about the alternative investment market is that
18 the investors can meet with the partners or the key
19 employees to discuss the alternative growth strategies,
20 varying from conservative approaches to very aggressive
21 plans for true diversification. And so being -- having
22 alternative -- alternative investments in your
23 portfolio, if you want to diversify -- everyone says,
24 diversify, diversify, diversify -- this is a way to do
25 it.

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2 Also, we can do self-directed IRAs, Jim.

3 JIM HINKELDEY: Yes. And why don't you just
4 touch upon that, because that is a great part for
5 somebody that wants to move their money out of the
6 traditional IRAs into something more aggressive.

7 JASON MOGLER: We actually work with Entrust of
8 Arizona, and they can actually move over their IRA to a
9 self-directed IRA, and that gives the person more
10 control over their IRA. They can invest it into one of
11 our projects. They're approved for a self-directed IRA.
12 So if you're interested in moving over your
13 self-directed IRA, you can give us a call. Our phone
14 number is (480) 278-7031, if you're looking to schedule
15 an appointment or have us sit down and do a seminar. We
16 do them on Thursdays at 6 o'clock, every Thursday.
17 They're about 45 minutes long, and they're an
18 introduction seminar every Thursday at 6 p.m.

19 JIM HINKELDEY: And, Jason, one of the things
20 that we have done successfully in the past is the
21 webinars, and that is something that is very easy for
22 anyone, no matter where they're located in the country,
23 to take advantage of.

24 And how would they sign up for a webinar?

25 JASON MOGLER: They can actually going to the

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2 Arizona Investment Center, that's
3 arizonainvestmentcenter.com, or they can call for an
4 appointment, once again, for the 45-minute webinar. And
5 they can do that from the comfort of their home. They
6 just jump on their computer and schedule an appointment.
7 And they can do that by either registering online at
8 arizonainvestmentcenter.com or by calling
9 (480) 278-7031.

10 They can also, Jim -- we have -- on November 6th
11 we're going to be at the Financial Fest, and that's
12 going to be -- we're going to be there from, I don't
13 know, 8 a.m. in the morning until 4 p.m. at night, and
14 they can stop by our -- our exhibit. We're going to do
15 the seminar Trash is Cash, and we're going to touch upon
16 how to make money in the recycling centers and the
17 private utilities companies. So if they're interested
18 in finding out about information about that, they can
19 also call (480) 278-7031.

20 In addition, later in the month of November,
21 we're actually going to do the 18th Forbes Cruise for
22 Investors, so we're going to be a part of that as well,
23 from November 28th to December 5th.

24 JIM HINKELDEY: Okay.

25 JASON MOGLER: And Steve Forbes will be there,

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2 and there'll be a lot of (indiscernible).

3 JIM HINKELDEY: And that's out of Mexico,
4 correct?

5 JASON MOGLER: That is out of Mexico. That
6 leads us into our -- today's topic. We're going to talk
7 about Mexico. And that cruise is actually going to run
8 down the Mexican Riviera, down through Cabo San Lucas
9 and Mazatlan and Puerto Vallarta, and so that would be
10 an interesting cruise. It's from 11/28 to 12 -- or
11 December 5th.

12 If you're interested in finding out information
13 about that, you can go to the
14 arizonainvestmentcenter.com -- once again, it's the
15 arizonainvestmentcenter.com, or you can call
16 (480) 278-7031.

17 We're going to come back after the break, and
18 we're going to talk about Mexico and the exciting
19 opportunities that lie there. We're going to be joined
20 with our guest today. His name is Brian Buckley. He's
21 with the Tri-Core Companies.

22 And so after the break we're going to talk to
23 Brian about Mexico. And you're listening to KFNN Radio,
24 The Investment Road Show. This is Jason on 1510
25 KFNN AM.

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2 (Commercial and newsbreak update omitted at
3 0:10:04 to 0:13:00.)

4 MALE SPEAKER: Now, back to Jason and Jim.

5 JASON MOGLER: You're joining The Investment
6 Road Show on KFNN Radio 1510 AM. This is Jason Mogler.
7 I'm with my cohost, Jim Hinkeldey.

8 Jim, how you doing again today?

9 JIM HINKELDEY: Well, I'm still doing fine.

10 JASON MOGLER: That's good. If you're listening
11 to the show today, you can call (602) 324-5366 and you
12 can join in in our conversation.

13 You know, once again, The Investment Road Show,
14 it's here every Monday at noon and at 1510 AM, and we
15 encourage listeners -- excuse me -- we encourage
16 listeners to call us up if they have any input or
17 information they'd like to cover.

18 Today we're going to talk about Mexico. In
19 fact, Jim, I just ran -- I did a real quick check, did
20 you know that Mexican created the largest -- Mexico
21 created the largest, world's biggest enchilada, this
22 weekend? Did you know that?

23 JIM HINKELDEY: Well, no, I did not. It sounds
24 like a hot tamale to me.

25 JASON MOGLER: A-ha, dah-dah-dah. It was

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2 230-foot long, a one and a half ton enchilada. They did
3 that on Sunday.

4 JIM HINKELDEY: I want to see the person who ate
5 that.

6 JASON MOGLER: They did -- it was probably a
7 couple of people.

8 JIM HINKELDEY: Yes.

9 JASON MOGLER: More than one.

10 JIM HINKELDEY: Yes.

11 JASON MOGLER: Yeah. But it was made of corn
12 tortillas, white onions, chilies, green tomatoes,
13 avocados, cheese, cream cheese, and sea of salsa, among
14 all the ingredients.

15 So as long as we're on that topic, we're talking
16 about Mexico. We're joined here today with Brian
17 Buckley. Brian Buckley is with Tri-Core Companies, and
18 they've been buying property down in Mexico for quite
19 some time.

20 Brian, why don't you tell us a little bit about
21 Tri-Core and how long that they've been buying --
22 they've been down in Mexico?

23 BRIAN BUCKLEY: Well, good --

24 JASON MOGLER: Welcome to the show, Brian.

25 BRIAN BUCKLEY: Yeah, thanks. Good afternoon.

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2 We've been down there about, oh, eight years
3 now. And we've been acquiring, you know, properties
4 during that whole time, mostly the north shore of the
5 Sea of Cortez, which is west of Rocky Point,
6 west/northwest of Rocky Point in the area that's just
7 got highway service in this last -- the first of this
8 last year here, so --

9 JIM HINKELDEY: And we've been down on that
10 highway many times, and boy, it is, I tell you,
11 beautiful. And they did make it to American standards.

12 BRIAN BUCKLEY: Oh, yes. It's an American gauge
13 highway or width, which is -- I believe the engineers
14 told me it's about three feet wider than a Mexican
15 two-lane. So I think in anticipation of the clientele,
16 American, Canadians dragging down a lot of wide toys and
17 things, I think they decided to go that way.

18 JIM HINKELDEY: And I know that the other day I
19 bumped into an airline pilot from San Diego, and he was
20 thrilled that it is now open. He really wasn't aware of
21 it, and he was just so happy that it cut off about two
22 and a half hours of his drive time.

23 BRIAN BUCKLEY: Oh, sure.

24 JIM HINKELDEY: And he said he just can't wait
25 to get back down there.

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2 BRIAN BUCKLEY: Yeah. A lot of people --
3 it's -- you know, it takes a while to educate people
4 that that highway is now open.

5 JIM HINKELDEY: Kind of a well-kept secret right
6 now.

7 BRIAN BUCKLEY: Sure. And it's -- what people
8 need to realize too is it's just Phase 1 of the coastal
9 highway, which covers -- the Phase 1 covers the north
10 shore of the Sea of Cortez, which connects Rocky Point
11 to -- basically to the highway that comes down from
12 Mexicali, California, and then they're continuing all
13 the way down to Guaymas over the next six or seven
14 years. It'll be a 350-mile highway, in total, that will
15 really, you know, grant a lot of access to great
16 beachfront that currently has little or no access.

17 JIM HINKELDEY: So that was your strategy,
18 Brian, is to buy property out there that didn't have any
19 access? Is that pretty much your strategy?

20 BRIAN BUCKLEY: Yeah. We -- we kind of -- you
21 know, once we learned the highway was coming and it was
22 planned and it has been installed, you know, it's
23 being -- it's being constructed by the Mexican
24 government, and funded, half Mexican federal money and
25 half State of Sonora money, but when we saw it, we went,

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2 well, this is a great buying opportunity, because it was
3 as rural as you could get, obviously. It's all
4 beachfront, it had no road access at all, and so we got
5 it for -- for very, very good prices.

6 JIM HINKELDEY: And, you know, Brian, the last
7 time we were down there, I was just so happy that the --
8 I guess their equivalent of the EPA built a post for
9 monitoring everything that's going on there. And I'm
10 just so glad that they're so dedicated at keeping it
11 really pristine.

12 BRIAN BUCKLEY: Oh, yes. They're aware that
13 development is coming, that they want -- the Mexican EPA
14 is concerned, and we have a great relationship with
15 them, but they want it to not necessarily look like a
16 Miami Beach.

17 JIM HINKELDEY: Yeah.

18 BRIAN BUCKLEY: They're not afraid of
19 development, but they like it to blend environmentally a
20 lot -- a lot better, you know.

21 JIM HINKELDEY: And looking at it from purely a
22 value standpoint, that is the best news I think I've
23 heard in a long time. It's not going to be something
24 where there's a house here, another house there. It's
25 going to be really master-planned well.

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2 BRIAN BUCKLEY: Right. The entire beachfront
3 down there in the area where we're at is -- has
4 already been zoned resort only. So someone can't come
5 in and build a factory after you do a development and
6 make it a hodge -- like you said, a hodgepodge
7 arrangement.

8 JIM HINKELDEY: Yeah. And I think they really
9 have learned a lot from Rocky Point and the way the
10 development happened there, and it kind of spread within
11 the city, then jumped over to Sandy Beach.

12 BRIAN BUCKLEY: Right.

13 JIM HINKELDEY: And I think they've taken the
14 best of all worlds there.

15 BRIAN BUCKLEY: I agree. And Rocky Point is a
16 little bit different example than where we're going
17 in, in the respect that there already was a town there,
18 so the -- so the development was a little more
19 hodgepodge.

20 JIM HINKELDEY: Yes.

21 BRIAN BUCKLEY: And I think the end developers,
22 which is basically who we market to, are really excited
23 about this new area because it is a totally clean sheet
24 of paper.

25 JIM HINKELDEY: It is absolute pristine and

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2 beautiful.

3 BRIAN BUCKLEY: It's virgin. They don't have to
4 go, okay, how are we going to put this in around this
5 already existing town?

6 JIM HINKELDEY: Right.

7 BRIAN BUCKLEY: It's right from scratch. They
8 like that.

9 JASON MOGLER: Now, one of the things they can
10 do, Jim, is they can go over to the
11 arizonainvestmentcenter.com and they can get information
12 about this offering. It's the
13 arizonainvestmentcenter.com, or you can call for an
14 appointment or a seminar, which is about 45 minutes
15 long. It's an introduction. They do the seminars on
16 Thursday nights, Brian, at 6 o'clock? Is that right,
17 you do the seminars then?

18 BRIAN BUCKLEY: Yes.

19 JASON MOGLER: And you also do webinars. How do
20 we schedule a webinar?

21 BRIAN BUCKLEY: Right. People can call in and
22 we can schedule a webinar, or if they're local, an
23 in-office presentation live, if they would like it, you
24 know, during the day, anytime, but I do a lot of
25 webinars. If they call in, we can get it scheduled for

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2 them.

3 JASON MOGLER: And what's the number, Brian?

4 BRIAN BUCKLEY: It's (480) 278-7031.

5 JASON MOGLER: That's (480) 278-7031.

6 JIM HINKELDEY: And, Brian, I know there's been
7 a lot of headline news about Mexico and so forth. And I
8 think one of the great things about the properties is
9 that each one of them is so unique and so spectacular
10 and can never be made again because they're all
11 waterfront properties. Give us -- share your feelings
12 on that.

13 BRIAN BUCKLEY: As far as the headlines, as far
14 as --

15 JIM HINKELDEY: Yeah. I mean, don't you think
16 that our properties share --

17 JASON MOGLER: You mean the big enchilada, Jim?

18 JIM HINKELDEY: Yeah, yeah. I mean, don't you
19 think our properties are so unique that for an
20 alternative investment they're a AAA?

21 BRIAN BUCKLEY: Oh, very much. It's very, very
22 pretty beach. I mean, there's nothing wrong with Sandy
23 Beach in Rocky Point, but, you know, obviously I'm
24 biassed, but I think these beaches are way above this in
25 the -- in the -- in the beauty department. And there's

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2 a lot of different topography down there, but the nice
3 thing about this whole area is its -- is its proximity
4 to the -- to the U.S. It's only an hour south of the
5 border.

6 JIM HINKELDEY: Yes.

7 BRIAN BUCKLEY: It's actually a closer drive to
8 this area from the San Diego market than it is from the
9 Phoenix market. And I think it will always be a great
10 drive market. The new international airport just opened
11 up the beginning of this year. I think that allows it
12 to at some point become a true destination.

13 JIM HINKELDEY: Yes.

14 BRIAN BUCKLEY: Which you really can't do
15 without an airport.

16 JIM HINKELDEY: Well, and an international one
17 too.

18 BRIAN BUCKLEY: Oh, sure. It's -- and it's
19 got -- I think it's an 8,300-foot runway, so it can take
20 a 75, 76 class --

21 JIM HINKELDEY: Yes.

22 BRIAN BUCKLEY: -- aircraft at some point in the
23 future. And they're already taking, you know, 737s from
24 points in Mexico --

25 JIM HINKELDEY: Right.

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2 BRIAN BUCKLEY: -- or quite a few charters
3 coming in from Canada, I've been told. And the people
4 at the -- at the Mayan Palace down there, which is a
5 pretty big resort operator to the east there, they
6 informed me, oh, I don't know, three or four weeks ago
7 when I was visiting with them, that they were looking
8 for service to start from Vegas to the new Rocky Point
9 airport anytime.

10 JIM HINKELDEY: It makes perfect sense, Brian,
11 especially when you consider that the cruise ship
12 terminal is going to be started, when, in 2012?

13 BRIAN BUCKLEY: Yeah. It's supposed -- it's
14 slated to open the first quarter of 2012, and that's --
15 a lot of people don't know this, but it's not just going
16 to be a stop. That's going to be an origination
17 terminal.

18 JIM HINKELDEY: Right, their home port.

19 BRIAN BUCKLEY: So you'll be able to drive down
20 from Phoenix and hop on the boat and take a cruise, so
21 it'll cut your drive down for that type of activity, as
22 opposed to California.

23 JIM HINKELDEY: And also it's going to be great
24 exposure.

25 BRIAN BUCKLEY: Oh, yeah. And there'll be many

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2 more -- many more needs when that cruise ship terminal
3 comes alive, as far as extra hotel rooms and there'll be
4 more restaurant requirements. Most people want to go in
5 the night before they cruise.

6 JIM HINKELDEY: Right.

7 BRIAN BUCKLEY: And so there'll be a lot of
8 investment opportunities in that respect too.

9 JIM HINKELDEY: Um-hmm. And it's great free
10 publicity for the area, which again, I think those
11 properties are just absolutely gorgeous. So I encourage
12 people to go visit the web site or give a call to find
13 out more about them, especially some of the properties
14 that we're looking at right now.

15 BRIAN BUCKLEY: Oh, yes, absolutely.

16 JIM HINKELDEY: And they'll never be made again.

17 BRIAN BUCKLEY: Nope. And best sunsets I've
18 ever seen.

19 JIM HINKELDEY: Yes. And beautiful water. It's
20 clean and (indiscernible), and it's just absolutely
21 spectacular. Very, very -- very beautiful beaches.

22 JASON MOGLER: And they can go to
23 arizonainvestmentcenter.com or they can call
24 (480) 278-7031. Once again, that number is
25 (480) 278-7031.

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2 JIM HINKELDEY: And thank you, and we will be
3 back after the station break with more from the Arizona
4 Investment Center and alternative investments.

5 (Commercial and newsbreak update omitted at
6 0:23:06 to 0:30:13.)

7 MALE SPEAKER: Now, back to Jason and Jim.

8 JASON MOGLER: You've joined The Investment Road
9 Show on 1510 AM KFNN Radio. The Arizona Investment
10 Center is the sponsor of the show, and they can be found
11 at arizonainvestmentcenter.com, or you can call for an
12 appointment or you can do a webinar or a seminar. They
13 do the seminars on Thursday at 6 o'clock. You can call
14 (480) 278-7031; it's (480) 278-7031.

15 And our show is built around alternative
16 investments, and why you should invest and what you
17 should invest in and take a look at different
18 opportunities that are out there, both in domestic and
19 international markets. And today we're joined with
20 Brian Buckley, with Tri-Core Companies.

21 Brian, how you doing today?

22 BRIAN BUCKLEY: Very good, very good.

23 JASON MOGLER: And you were talking about
24 Mexico, and we left off with the stories that you hear
25 about Mexico. Safe place to live, safe place to be,

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2 safe place to invest? I'm sure that's on the front of
3 everyone's mind.

4 BRIAN BUCKLEY: Sure. And -- and we work with,
5 you know, a broad range of investors that some are
6 interested in living there, some are interested in just
7 the investment, and a lot of them just vacation there.
8 The areas that we're at, excuse me, down there in the
9 Sea of Cortez area have been relatively safe, compared
10 to a lot of the new stories in the areas that you hear
11 in the news in Mexico over the last year or two. It's a
12 fairly -- fairly quiet area. There's not a lot going
13 on.

14 JIM HINKELDEY: And you're right, Brian, because
15 I know the other day I was reading something where
16 statistically tourism is up almost 90 percent over last
17 year, which is a very positive number.

18 BRIAN BUCKLEY: Right, yeah.

19 JIM HINKELDEY: So despite some of the headlines
20 that you read in Juarez and so forth, it's not the
21 countrywide.

22 BRIAN BUCKLEY: No. And nobody's -- nobody's
23 making a resort development in Juarez. So I mean, it's
24 going to kind of have to -- they're going to have to
25 have their --

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2 JIM HINKELDEY: And if they do, you're going to
3 go.

4 BRIAN BUCKLEY: That's right. It's -- but last
5 year was kind of an unusual year. You know, they had
6 the -- the spring-break issues, and right at --

7 JIM HINKELDEY: Yes.

8 BRIAN BUCKLEY: -- right at the tail end of
9 spring break they had the -- the --

10 JIM HINKELDEY: The flu.

11 BRIAN BUCKLEY: -- the H1N1 flu or swine flu
12 breakout.

13 JIM HINKELDEY: Um-hmm.

14 BRIAN BUCKLEY: It's kind of a double whammy and
15 everybody just kind of took a break, and --

16 JIM HINKELDEY: Correct.

17 BRIAN BUCKLEY: I've had several conversations
18 with some Realtors that are very active down there in
19 the Rocky Point area, and they've been having a nice
20 uptake in sales of, like, preexisting condominiums
21 and --

22 JIM HINKELDEY: Yes.

23 BRIAN BUCKLEY: -- and things like that.

24 JIM HINKELDEY: Well, right now there's some
25 great values, and there's also a very large

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2 international market, such as Canada. Canada has always
3 been a proponent of Mexico.

4 BRIAN BUCKLEY: Right. And those people are
5 great travelers in Canada. I don't know if it has
6 something to do with the cold. I mean, for a country
7 that doesn't have an enormous population, they are
8 everywhere --

9 JIM HINKELDEY: Yes.

10 BRIAN BUCKLEY: -- they are everywhere
11 traveling, so --

12 JIM HINKELDEY: Yeah, well, you know, I can --
13 from what I see and hear, they are seasoned investors
14 who know a good deal when they see it.

15 BRIAN BUCKLEY: They seem to be. They're here
16 in the Phoenix market quite a bit too.

17 JIM HINKELDEY: Yes.

18 BRIAN BUCKLEY: But I see them in Mexico all
19 over the place. And those Realtors I speak to, they --
20 they work with them quite a bit lately, so --

21 JIM HINKELDEY: Yeah. Yeah. And that's a great
22 indication that even though the headlines are out there,
23 the demand is still there.

24 BRIAN BUCKLEY: Oh, yes. I mean, the prices are
25 good down there right now. It's a good time to purchase

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2 land. Also preexisting or, you know, condominium,
3 single-family homes, it's a -- people are in there
4 scooping up some pretty good deals.

5 JIM HINKELDEY: Yes, they are. And it's --
6 again, it's a great time to be down there and take
7 advantage of some of the properties down there, and --

8 JASON MOGLER: You know, it's just one of the
9 alternative investments that we take a look at, Jim.

10 JIM HINKELDEY: Yes, it is.

11 JASON MOGLER: At, you know, the Arizona
12 Investment Center, if you go to the
13 arizonainvestmentcenter.com, you can see this is just
14 one of several. I mean, last week we talked about,
15 what, wind farms? Week before that we talked to
16 recycling centers.

17 JIM HINKELDEY: Recycling centers.

18 JASON MOGLER: And all very, very good
19 investments.

20 JIM HINKELDEY: And they are, and alternative
21 investments should always be part of your strategy when
22 building for the future.

23 BRIAN BUCKLEY: I've been impressed with how --
24 quite an influx of people who were never investing in
25 alternative investing, you know, five years ago, even,

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2 have really taken an interest in it. I think they've
3 just -- you know, I'm in the stock market a fair amount
4 myself, but I think --

5 JIM HINKELDEY: Yes.

6 BRIAN BUCKLEY: -- they've -- they've come to
7 realize that maybe a percentage of their portfolio
8 should be invested alternatively.

9 JIM HINKELDEY: Yes. It's a great, great
10 position to take because it certainly does help offset
11 any downturns.

12 JASON MOGLER: Well, even more so now, because I
13 mean, they're getting clobbered in the stock market, so
14 they're looking for alternative places to put their
15 money.

16 JIM HINKELDEY: Yes, exactly.

17 JASON MOGLER: And I know the offices over at
18 the Arizona Investment Center have kind of tripled --
19 doubled in the volume that we're seeing over there just
20 because of that fact. I mean, when people are losing
21 money in one market, they're looking for another
22 market to put it in to gain -- to gain back what they
23 lost.

24 JIM HINKELDEY: Um-hmm. And none of it that
25 we do is crazy alternative investments, such as was

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2 flying around in the '80s, and so forth. It's all
3 realistic.

4 JASON MOGLER: Right.

5 JIM HINKELDEY: Come kick and touch it. It's
6 there. It's real.

7 JASON MOGLER: Right. It's all hard asset --

8 JIM HINKELDEY: Yes.

9 JASON MOGLER: -- investments. It's not -- we
10 don't do anything that's just an idea that may or may
11 not fly.

12 JIM HINKELDEY: Correct.

13 JASON MOGLER: And not that those are bad. It's
14 just that we don't do that. We pretty much stick with a
15 hard asset, or --

16 JIM HINKELDEY: Uh-huh, and we -- and certainly
17 do the homework, such as we're even coming out, Brian, I
18 believe with contemplating some other properties down in
19 the Sonoran area, the beachfront there.

20 JASON MOGLER: Right.

21 JIM HINKELDEY: And we've done our homework on
22 those.

23 BRIAN BUCKLEY: Sure, and our typical model is
24 to -- this highway is under progress. They're fairly
25 steady in their progress on an annual basis. So it

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2 allows us -- it allows us to follow a nice land bank
3 model.

4 JIM HINKELDEY: Um-hmm.

5 BRIAN BUCKLEY: Two to three years out, we --
6 two, three -- two to three years ahead of the highway
7 progress, let's say --

8 JIM HINKELDEY: Right.

9 BRIAN BUCKLEY: -- we look for properties that
10 are obviously as rural as they come, maybe because they
11 have no road. But we buy it, we hold it, we let the
12 highway come to it, and that helps a little bit. Even
13 in tougher economic times, the road's still coming, and
14 that's a nice value driver.

15 JIM HINKELDEY: You're 100 percent right. It
16 does help buoy the value.

17 BRIAN BUCKLEY: Right.

18 JASON MOGLER: Brian, how long have you been out
19 there in Mexico? How long have you been buying
20 property?

21 BRIAN BUCKLEY: Eight years.

22 JASON MOGLER: Eight years.

23 BRIAN BUCKLEY: Eight years, yeah. Yeah.

24 JASON MOGLER: And once again, what's the
25 process? When you -- it's just property ahead of the

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2 freeway or --

3 BRIAN BUCKLEY: Well, that's -- that's been our
4 model that's worked well, so far, is -- is buying it
5 ahead of the highway, you know, in the two-to-three year
6 range. It's -- you -- it's an area where you can get a
7 fairly low priced parcel and have a pretty good
8 acceleration with the highway alone, not counting any
9 natural appreciation that would normally occur also,
10 so --

11 JASON MOGLER: Is -- is the bad news down there,
12 in terms of stories and things that we hear in the news,
13 is that good news for the investor in terms of
14 opportunity because the price is driven down by those --
15 by those market stories?

16 BRIAN BUCKLEY: Yeah, it is, in the -- in the
17 long run. They haven't taken quite the devaluation that
18 the States have, even though -- even though that area of
19 Mexico is affected by what goes on in the States. As we
20 talked about earlier, there's a lot of Canadian
21 influence, there's a lot of other international
22 influence that occurs, you know, parallel to our
23 influence. So they don't get beat quite as bad as we
24 have, say, up here in the Phoenix valley.

25 JASON MOGLER: And how does one hold title down

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2 in Mexico?

3 BRIAN BUCKLEY: Well, it depends on, like, we as
4 a developer, we hold title in a Mexican corporation that
5 we own. But you, as a retail buyer, an end buyer that's
6 buying the condominium, they have to hold their title in
7 a trust in the central Mexican bank system. It is a --
8 it is the way title is held from the seashore to 30
9 miles inland, all throughout the country of Mexico. And
10 it's kind of a holdover from the days when we didn't
11 like each other. But basically, you retain all rights
12 of ownership, as far as you can sell your property, deed
13 it, rent it, build on it, you know, will it to your
14 kids.

15 JASON MOGLER: Large title companies down there,
16 working?

17 BRIAN BUCKLEY: Yeah. Yeah, the -- in the last,
18 I don't know, five or six years, a lot of your major
19 American title insurance companies have come on the
20 scene down there and have provided, you know, insurance
21 to -- insurance to landowners down there, and that was
22 something that didn't exist all that long ago. So it's
23 a nice element or protection, and it takes a lot of
24 mystique out of the purchase of property in Mexico for a
25 foreign national.

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2 JASON MOGLER: What are the margins that you're
3 buying on right now on the land? Is it pretty sizable,
4 pretty --

5 BRIAN BUCKLEY: Yeah. We have a lot of spread
6 in Mexico compared to, you know, properties that we work
7 with in the States. So it allows us to offer a bit
8 higher rate of return than you would on a domestic
9 property, and it's -- again, you're getting property
10 that's as rural as it gets in the beginning, and all of
11 a sudden, it's accessible, you know, utilities are going
12 to come down the road, and natural appreciation also,
13 and it's -- there's a nice spread there in the two or
14 three year time, compared to --

15 JIM HINKELDEY: It's a nice model for an
16 alternative investment.

17 BRIAN BUCKLEY: Works well.

18 JASON MOGLER: And, Brian, thank you for Mexico
19 updates. And we'll be back after the break.

20 BRIAN BUCKLEY: Well, you're welcome. Thank
21 you.

22 JASON MOGLER: You're listening to The
23 Investment Road Show. It's sponsored by the Arizona
24 Investment Center. Arizona Investment Center can be
25 found at arizonainvestmentcenter.com, or you can call

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2 for a seminar at (480) 278-7031. We're going -- you're
3 listening to KFNN Radio 1510 AM, The Investment Road
4 Show. We'll be right back after the break.

5 (Commercial and newsbreak update omitted at
6 0:40:07 to 0:42:58.)

7 MALE SPEAKER: Now, back to Jason and Jim.

8 JASON MOGLER: You're listening to The
9 Investment Road Show on 1510 AM, and we're here every
10 Monday at noon. And we encourage listeners to call in
11 and -- or call our offices and ask questions about what
12 you're listening to.

13 Today's topic, we're talking about -- we talked
14 about Mexico. In previous shows we've talked about wind
15 farms, we've talked about recycling centers. So we have
16 a wide variety of different alternative investments that
17 you can take a look at. If you're interested, every
18 Monday we're here at 12 o'clock on 1510 AM.

19 There's a good reason to listen to our company.
20 We have had higher-than-average returns through the
21 years of 2008 and 2010. And in fact, in January we're
22 going to be the master investor for the Personal Real
23 Estate Investor magazine, and they also did an article
24 on us, Jim, for the recycling centers that we're
25 actually representing in the --

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2 JIM HINKELDEY: And that is a very exciting
3 opportunity, those recycling centers.

4 JASON MOGLER: Yeah. I took a look at that show
5 on CNBC for recycling centers, and it's an amazing
6 business. People don't think -- you don't even think
7 that you can get into that business and you can. And
8 our Tony Salazar was on that show, and had a 10-year
9 track record of making a profit. So that's not a bad
10 company to align ourselves with.

11 JIM HINKELDEY: No. Tony certainly knows the
12 waste industry very well.

13 JASON MOGLER: You know, and, Jim, that's one of
14 the things that we do. We do our homework. We find
15 companies like Tony's. We find industries that we feel
16 comfortable with, investing in ourself, and bringing to
17 our family, friends, and, you know, the listener. And
18 one of the things, if you're interested in finding out
19 what we have to offer, you can go to the
20 arizonainvestmentcenter.com, or you can call for an
21 appointment or a webinar at (480)278-7031.

22 Jim, I know you love the webinar. What do you
23 think about -- what is a webinar, Jim?

24 JIM HINKELDEY: A webinar is something that is
25 absolutely so great, because you can be anywhere in the

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2 country, anywhere in the world, and from the comfort of
3 your home or your office, you can dial in and have a
4 one-on-one seminar. You can ask questions; you can see
5 what we're talking about; you can see everything that
6 normal people would see -- or not normal people, people
7 would see if they were there in person.

8 JASON MOGLER: And they can call (480) 278-7031.
9 Let me give you that number again, it's (480) 278-7031.
10 And they can schedule a seminar at -- at your
11 convenience.

12 We also have Thursday night at 6 o'clock, which
13 is a standing meeting that we have introductions on
14 alternative investments, and that's hosted by Brian
15 Buckley, who is here today talking about Tri-Core and
16 the Mexico offering. He'll also talk about the
17 recycling and all the other alternative investment
18 options that we have.

19 Also November 6th, the Financial Fest is coming.
20 We're going to be there from 8 a.m. to 4 p.m. And we'll
21 be talking about trash is cash. That's our seminar for
22 that.

23 Jim?

24 JIM HINKELDEY: And that's going to be an
25 exciting event, because right now, one of the greatest

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 industries anybody can get into is recycling and so
3 forth, because it is green, and green is definitely the
4 future. And when you look at that and take into
5 consideration that the government is mandating that as
6 every year goes by more and more recycling centers and
7 so forth must really go green, we're really going to
8 have an exciting offering coming out on that.

9 JASON MOGLER: What's interesting about that is
10 the one in Las Vegas, I know that the city -- they
11 mandated that 25 percent of the garbage be recyclable,
12 and they're only at 2 percent. So there's a margin for
13 growth right there, obviously. And they're not
14 competing with the big boys, Republic or Allied. It's
15 kind of a nitchy thing in Las Vegas, surprisingly. They
16 have some of the largest landfills, but they don't have
17 a lot of recycling centers that aren't independently
18 owned.

19 JIM HINKELDEY: Uh-huh.

20 JASON MOGLER: So that's what's neat about Tony
21 Salazar's offering, is that it, in fact, is a recycling
22 center that has been in operation for ten years, and --

23 JIM HINKELDEY: And --

24 JASON MOGLER: -- he's just expanding his
25 business.

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2 JIM HINKELDEY: And it's something that you can
3 get in on the ground floor --

4 JASON MOGLER: Yeah.

5 JIM HINKELDEY: -- on something that really,
6 truly does make sense.

7 JASON MOGLER: We also have a cruise coming up.
8 It's a Forbes cruise for investors on 11/28/2010 to
9 December 5th, and they're going to cruise around Mexico,
10 Cabo San -- I think it's Cabo and Mazatlan, and if
11 you're interested in finding out information about that,
12 or there's going to be -- we're going to be an exhibitor
13 there, you can call (480) 278-7031, once again, or you
14 can go to the arizonainvestmentcenter.com and register
15 to find out information about that as well.

16 JIM HINKELDEY: And that'll be an exciting
17 cruise. You can come meet us and sit at the captain's
18 table with us, hopefully.

19 JASON MOGLER: Yeah, have you ever been on a
20 cruise before, Jim?

21 JIM HINKELDEY: Yes, I have. They're a lot of
22 fun. And this one even proves to be better because it's
23 educational as well, and it's all about your finances.
24 That's the driving force.

25 JASON MOGLER: I know Steve Forbes is going to

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.

2 be there. That's one of the speakers. Actually, I
3 think it's his event.

4 JIM HINKELDEY: Yes, it is.

5 JASON MOGLER: It's a Forbes' event. So he'll
6 be there. And it should be very informative.

7 Brian, are you going to be at that -- at that
8 function? You're going to be talking about Mexico?

9 BRIAN BUCKLEY: Yeah. I believe I'll be there
10 for that. So I believe it's -- what is it, a seven-day
11 cruise?

12 JASON MOGLER: Um-hmm.

13 BRIAN BUCKLEY: Yeah. So, yeah, I'll be there.

14 JIM HINKELDEY: Take your Dramamine, everyone,
15 and join us.

16 BRIAN BUCKLEY: That's right. That's right.

17 JASON MOGLER: Now, Jim, how can they join us?

18 JIM HINKELDEY: They can join us by going to the
19 Arizona Investment Center and seeing all the information
20 on the upcoming cruise.

21 JASON MOGLER: Now, Brian, we were talking about
22 Mexico and about the returns down in Mexico, and you
23 were talking about how you choose property and how the
24 investment down in Mexico is secured. And tell us a
25 little bit more about Mexico. Why should somebody take

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2 a look at the Mexico investment over at the Arizona
3 Investment Center?

4 BRIAN BUCKLEY: Well, it's -- Mexico, as I said
5 earlier, offers us a lot of spread between our, you
6 know, purchase and sell, and so we -- we are sharing
7 that portion -- a good portion of that with the investor
8 for a couple of reasons. We like to retain them and
9 reward them for the use of their funds for that time,
10 and the -- it allows people -- as you said earlier, a
11 lot of people have taken quite a beating in the stock
12 market and various other investments. It allows them to
13 take a portion of their portfolio and accelerate it
14 and -- and a lot of people are looking for things that
15 can pay a little more than a CD there, and get part of
16 their loss back in the win column. And it depends on
17 their age, too, if they're -- don't have a lot of time
18 to get it back or they've got their -- they're in their
19 20s and 30s and have their whole life to accelerate,
20 going forward.

21 JIM HINKELDEY: And it's an exciting opportunity
22 as well.

23 BRIAN BUCKLEY: Oh, it's nice, and people are
24 real nice down there. We haven't had any trouble.

25 JIM HINKELDEY: No.

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2 BRIAN BUCKLEY: I've been down there a lot in
3 the last five, six years. I've had no issues with
4 anyone. And this area, as I said earlier, is fairly
5 quiet compared to the headline-producing areas of Juarez
6 and Tijuana.

7 JIM HINKELDEY: And just as importantly, if not
8 more importantly, is they're never going to be produced
9 again. They're one of a kind of and --

10 BRIAN BUCKLEY: Absolutely.

11 JIM HINKELDEY: -- unless somebody goes and
12 artificially makes coastline somewhere, that's all
13 that's left.

14 BRIAN BUCKLEY: Right. And we really don't have
15 virgin beachfront left in the States.

16 JIM HINKELDEY: No.

17 BRIAN BUCKLEY: So it's an hour south of the
18 border. It's as close -- it's the closest virgin
19 beachfront I know of to our borders and to pretty big
20 population centers that can get there in a four-hour or
21 less drive or fly.

22 JIM HINKELDEY: Um-hmm. And to me they're 100
23 times better than San Diego. They're clean, warm, and
24 just absolutely pristine condition.

25 JASON MOGLER: And they can use their

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2 self-directed IRA, Brian?

3 BRIAN BUCKLEY: Yes. Just a little -- about 23
4 or -4 percent of our investors have used their IRA
5 funds. It has to be in a self-directed IRA, which I'm
6 happy to help them convert a traditional IRA or -- into
7 a self-directed form. It's not a taxable event or
8 anything, and it's quite easy, but they need it in that
9 format to invest it. And a lot of people like that,
10 because it's -- it's already long-term funds. It's
11 not -- it's not in their normal budget, so they -- they
12 like using that money and -- as opposed to, you know,
13 regular cash.

14 JASON MOGLER: Well, thank you for coming on the
15 show today, on The Investment Road Show, Brian. We
16 appreciate you coming on.

17 BRIAN BUCKLEY: Well, thank you. Thanks for
18 having me.

19 JASON MOGLER: And, Jim, once again.

20 JIM HINKELDEY: Okay. Thank you, Jason. And
21 again, give us a call, go to the web site, and Jason
22 will tell you exactly where it is, to learn more about
23 alternative investments and why they should be part of
24 your portfolio.

25 JASON MOGLER: You can call -- go to the

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2 arizonainvestmentcenter.com. And we thank you for
3 listening to The Investment Road Show on 1510 AM.

4 (Commercial and newsbreak update omitted at
5 0:51:51 to 0:53:22.)

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7 (Conclusion of audio recorded broadcast.)

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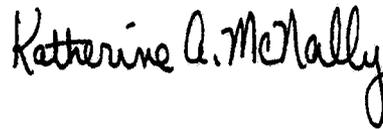
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