RECORDS MANAGEMENT

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STATE OF WASH. UTIL. AND TRANSP. COMMISSION

# SUMMIT LAW GROUP®

a professional limited liability company

POLLY L. MCNEILL
DID: (206) 676-7040
E-MAIL: pollym@summitlaw.com

November 2, 2004

# Via Federal Express

Carole J. Washburn Secretary Washington Utilities and Transportation Commission 1300 South Evergreen Park Drive, SW Olympia, WA 98504

Re: Portion Transfer Application from Rabanco Ltd. to Waste Management of Washington, Inc.

Dear Secretary Washburn:

On behalf of Waste Management of Washington, Inc., as transferee, and Rabanco Ltd., as transferor, enclosed please find an application seeking approval from the Washington Utilities and Transportation Commission to transfer a portion of certificate of convenience and necessity No. G-12 to certificate No. G-237, including pertinent attachments and the requisite application fee of \$200.

With this letter are the original Joint Application for Permanent Authority to Transfer (with Exhibits) and Attachment B (also with Exhibits). Included are the requisite lists of the two companies' trade names, written descriptions of the territories to be transferred, maps of the territories to be transferred, financial information, equipment lists, and a redacted copy of the purchase and sale agreement.

Staff has worked diligently with us to make sure these application materials are as complete and accurate as possible. We particularly appreciate the assistance of Bonnie Allen, who helped identify all the possible information needs, and Ray Dejos, who helped prepare the maps and territory descriptions.

Carole Washburn November 2, 2004 Page 2

Upon receipt of the enclosed application, attachments and filing fee, we would ask that you stamp as received the enclosed application page copy and return same with the application number assigned to this matter.

We look forward to continued working with the Commission staff to answer any questions that may arise and coordinate review of this application, and thank you in advance for your cooperation and attention to this matter.

Sincerely,

SUMMIT LAW GROUP PLLC

Polly L. McNeill
Polly L. McNeill

**Enclosures** 

cc: Dave Wiley

Jerry Hardebeck Mike Weinstein



# APPLICATION FC CERTIFICATE OF PUBLIC CONVENIENCE TO OPERATE AS A SOLID WASTE COLLECTION COMPANY UNDER CHAPTER 81.77 RCW

1300 South Evergreen Park Drive SW P.O. Box 47250 Olympia, WA 98504-7250 TOLL FREE 1-888-606-9566 PHONE 360-664-1222 FAX 360-586-1181 or 360-586-1118 TTY 360-586-8203 TTY TOLL FREE 1-887-210-5963

WEBSITE: www.wutc.wa.gov

The UTC has a policy of providing equal access to its services. If you need special accommodations, please call 360-664-1133.

Type of Solid Waste Authority Requested	Fee Required
Expedited Temporary Authority (to meet an urgent need for up to thirty days) - Complete entire application and Attachment A (WAC 480-70-136)	\$ 25
<u>Temporary Authority</u> (to meet an immediate or urgent need) – Complete entire application and Attachment A	\$ 25
New Permanent Authority (including extension of authority)– (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form New Certificate  Extension of Existing Certificate No. G	\$200
Permanent Authority to Transfer (WAC 480-70-090) (check appropriate box below) — Complete entire application and Attachments B  All of Certificate No. G  ✓ Portion of Certificate No. G	\$200
Reinstatement of Cancelled Certificate (must be filed within 30 days of cancellation) –Include a statement justifying the reinstatement and complete sections 1, 2 and 8	\$200
Name Change – does not include changes resulting in change in ownership – Complete section 1 and Attachment C	\$ 35
Mortgage of Certificate - Complete section 1 and Attachment D	\$ 35
Lease of Authority – Complete entire application and Attachment B All of Certificate Portion of Certificate No. G	\$200

### **SECTION 1 – APPLICATION INFORMATION**

Name of Applicant: Waste Management of	Washington,	Inc.	
Trade Name(s) (if applicable): Please see a	nttached Exhi	bit A – List of Trade Names	
Phone Number: (425 ) 814-1695	Fax Numbe	r: (425) 814-7866	E-Mail: mweinstein@wm.com or jhardebeck@wm.com or pollym@summitlaw.com
Business Address			ferent from Business Address)
Street 13225 NE 126 <sup>th</sup> Place.		Street	
City Kirkland		City	
State/Zip Washington 98034		State/Zip	

	FOR OFFICIAL U	SE ONLY	
Date Filed: 11/03/04	Staff Assigned:	Motcar: 37365	Permit Issued G-
Tariff:	Insurance:	Contract:	DOL/SOS:
Application: GA-019322	RMS Docket # TG-04/942	Related App ID:	Мар:
Text approved for docket	Reception #: 0008885	227-02: 200.00	032-05:

# Type of business structure:

Type of business structure:  ☐ Individual ☐ Partnership √ Co	orporation   Other(LP, LLP, LLC)	UBI No	601415286
List the name, title, and percentage of p	artner's share or stock distribution for	major stockholders:	
Name	Titl <u>e</u>	Stock Distribution or Pero	centage of Shares
Waste Management Holdings, Inc.	<del></del>	4000/	
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
-			
Indicate below the commodity to be hau be described using boundaries such as boundaries or other geographic descript requirements of WAC 480-70-056 and commodity to be hau	streets, avenues, roads, highways, to tions. In addition to describing the term	wnships, ranges, city limit	s, county
Please see attached Exhibit B - Authori	ty Sought (Legal Descriptions)		
Please see attached Exhibit C - Authori	ty Sought (Maps)		
		_	
State below the conditions that justify the be sure your statement addresses and some statement transferee is fit, willing consistent with the public interest	supports the question of "immediate a	nd urgent need."	•
be sure your statement addresses and s The Applicant transferee is fit, willing	supports the question of "immediate a	nd urgent need."	•
be sure your statement addresses and s The Applicant transferee is fit, willing	supports the question of "immediate a	nd urgent need."	•
be sure your statement addresses and s The Applicant transferee is fit, willing consistent with the public interest	supports the question of "immediate a and able to conduct the proposed of the	nd urgent need."	•
be sure your statement addresses and s The Applicant transferee is fit, willing consistent with the public interest  Do you currently hold, or have you ever	supports the question of "immediate a and able to conduct the proposed of the	nd urgent need." operations and approval	•
be sure your statement addresses and s The Applicant transferee is fit, willing consistent with the public interest  Do you currently hold, or have you ever	supports the question of "immediate a and able to conduct the proposed of the	nd urgent need." operations and approval	
be sure your statement addresses and s The Applicant transferee is fit, willing consistent with the public interest  □ No √ Yes If yes, please Have you ever applied for and been den	supports the question of "immediate a and able to conduct the proposed of the	nd urgent need." operations and approval	•
be sure your statement addresses and s The Applicant transferee is fit, willing consistent with the public interest  □ No √ Yes If yes, please Have you ever applied for and been den	held, a solid waste certificate?  e indicate your certificate number: G- hied a certificate to transport solid waste explain:  Indicate your certificate number was e explain:  Indicate your certificate number of transport solid waste explain:  Indicate your certificate number: G- hied a certificate to transport solid waste explain:  Indicate your certificate number: G- hied a certificate to transport solid waste explain:  Indicate your certificate number: G- hied a certificate your certificate number: G- hied a certificate your certificate?	nd urgent need."  operations and approval  237  te?  id waste, including motor collection services throug tation Commission. It ha tructure to provide collection	of the transfer is carrier driver and hout the State of
Do you currently hold, or have you ever  □ No √ Yes If yes, please Have you ever applied for and been den  √ No □ Yes If yes, please Please tell us about your experience ar equipment safety requirements. Waste Washington under the supervision of the financial resources, personnel, custon	held, a solid waste certificate?  e indicate your certificate number: G- hied a certificate to transport solid waste explain:  Indicate your certificate number was e explain:  Indicate your certificate number of transport solid waste explain:  Indicate your certificate number: G- hied a certificate to transport solid waste explain:  Indicate your certificate number: G- hied a certificate to transport solid waste explain:  Indicate your certificate number: G- hied a certificate your certificate number: G- hied a certificate your certificate?	nd urgent need."  operations and approval  237  te?  id waste, including motor collection services throug tation Commission. It ha tructure to provide collection	of the transfer is carrier driver and hout the State of is the equipment
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Do you currently hold, or have you ever  □ No √ Yes If yes, please Have you ever applied for and been den √ No □ Yes If yes, please Please tell us about your experience ar equipment safety requirements. Waste Washington under the supervision of the financial resources, personnel, custom residential, commercial, and industrial currently transfer to the supervision of state.  Have you been cited for violation of state.	held, a solid waste certificate?  e indicate your certificate number: G- ied a certificate to transport solid waste explain:  multiple of transportation or solid management operates solid waste to the Washington Utilities and Transport ner services, and operations infrassustomers at a high level of excellence	nd urgent need." operations and approval  237 te? id waste, including motor collection services throug tation Commission. It ha tructure to provide collection	carrier driver and hout the State of is the equipment ction services to

# Is this application to operate under a contract? √ No ☐ Yes If yes, submit the original or a duplicate original of each contract under which service will be performed. The contract must contain all the elements stated in WAC 480-70-146. If this application is for temporary authority, a new certificate, or extension of existing certificated authority, you must attach two copies of your proposed tariff using either the standard tariff format included in this package, or an approved alternate format. All tariffs submitted must comply with the provisions of WAC 480-70-226 through WAC 480-70-351. If this application is a transfer or a lease of authority from an existing certificate, you must either file a new tariff at the same rate levels as on file, or you must adopt the current certificate holder's tariff. To file a new tariff, use the standard tariff format attached to this application or an approved alternate format. Indicate which option you will use: √ Adopt (For a portion of the territory involved, the Applicant transferee will adopt transferor's tariff rates.) ☐ File a new tariff

# SECTION 4 - FINANCIAL STATEMENT

to its existing authority, the transferee intends to use its existing tariff rates in that transferred territory.)

You may attach a Balance Sheet, Profit and Loss Statement, or business plan if available. Please see attached Exhibit D – Comparative Balance Sheet and Income Statement

 $\sqrt{}$  Other (For a portion of the territory involved in which Applicant transferee has been providing service pursuant

ASSET	S	LIABILITIES					
Cash in Bank	\$	Salaries/Wages Payable	\$				
Notes Receivable	\$	Accounts Payable	\$				
Accounts Receivable	\$	Notes Payable	\$				
Investments	\$	Mortgages Payable	\$				
Other Current Assets	\$	Contracts and Bonds Payable	\$				
Prepaid Expenses	\$	TOTAL LIABILITIES	\$				
Land and Buildings	\$	NET WORTH					
Trucks and Trailers	\$	Preferred Stock	\$				
Office Furniture	\$	Common Stock	\$				
Other Equipment	\$	Retained Earnings	\$				
Other Assets	\$	Capital	\$				
TOTAL ASSETS	\$	TOTAL LIABILITIES AND NET WORTH	\$				

### **SECTION 5 - EQUIPMENT LIST**

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal before your application will be granted.

Please see attached Exhibit E – Equipment List

Year Make License Number Vehicle ID Number Gross Vehicle Weight Type of vehicle

James W. DeSoer

SECTION 6 - SAFETY AND OPERA NS In each of the categories show below, just the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State laws and rules. Please refer to the WAC rules. Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations. SAFETY RESPONSIBILITIES COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383) Any driver who operates a vehicle that meets the definition of a commercial motor vehicle, as defined in Part 383, must have a valid CDL. Name: Position: Grea White Northwest Area Safety Manager DRIVER QUALIFICATION REQUIREMENTS (Title 49. Code of Federal Regulations Part 391) Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver. Name: Position: Grea White Northwest Area Safety Manager DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395) Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver. Name: Position: Greg White Northwest Area Safety Manager CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Part 382) All persons who drive commercial vehicles requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirements (49 CFR Part 382 and 49 CFR Part 40). Position: Name: **Greg White** Northwest Area Safety Manager INSPECTION, REPAIR AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396) Every motor carrier shall systematically inspect, repair, and maintain all motor vehicles subject to its control. Name: Position: Larry Barnett Northwest Area Fleet Manager **OPERATIONAL RESPONSIBILITIES** List the person and/or position responsible for understanding and complying with the requirements of each category shown TARIFF RATES AND CHARGES (WAC 480-70-226 through WAC 480-70-351) Companies must file with the Commission a tariff showing all rates and charges it will charge its customers, together with rules that govern how rates and charges will be assessed. Name: Position: Mike Weinstein Northwest Regional Senior Financial Analyst ANNUAL REPORTS and REGULATORY FEES (WAC 480-70-071 & 076) Companies must annually file a report of their financial operations and pay regulatory fees. Position: Name: Mike Weinstein Northwest Regional Senior Financial Analyst BIOMEDICAL WASTE (WAC 480-70-426 through 476) Companies that transport biomedical waste must handle and transport that waste according to the appropriate requirements of the federal hazardous materials regulations (49 CFR Parts 170-189) and the additional requirements in these rules. Position: N/A Name: N/A CUSTOMER SERVICE - Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans. Name: Position: Rebecca Spencer **Customer Service Center Manager** STATE OF WASHINGTON - general laws, rules and regulations: Individuals and companies doing business in the state of Washington must comply with the regulations of local, state, and federal agencies. Please state the name and position of the person in your organization who will be responsible for ensuring compliance with the laws of the state of Washington, such as, but not limited to: Department of Labor and Industries (industrial insurance, safety, prevailing wage); Department of Licensing (vehicle and drivers licenses, business licensing, Unified Business Identifier (UBI number), fuel permits, fuel tax); Secretary of State (corporate registrations); Department of Transportation (over-size or over-weight permits); Department of Revenue and Internal Revenue Service (taxes); and Employment Security. Name: Position:

**Division Vice President** 

SECTION 7 - HEARING INFORMATION If the Commission assigns this application for formal hearing, estimate the number of witnesses you will present and the amount of time you will need for your presentation. Number of witnesses: four Amount of time: four hours

Will	an att	orney	be rep	resen	ting yo	ou? If	yes, c	comple	ete the	foll	lowing:									
Attorney's name: Polly McNeill								Attorney's phone number: 206-676-7040												
Attorney's address:						Ì	Fax N	umber: 2	206-	676-70	041									
Street 315 - 5 <sup>th</sup> Ave. S. Suite 1000							E-mai	l: pollym	@sı	ummitla	aw.co	m			•					
City	City, State, Zip Seattle, WA 98104																			
						)F F	DAVME	NT·												
	TYPE OF  √ Check ☐ Money Order ☐ AMEX									Discov	 er	□ Ma	aster	Card		\	/isa			
Cre	dit Ca	rd Info	ormati																	
Expi	ration	Date:										Am	noun	t:	\$	200	_1			
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						SE	CTION	1 8 – L	DECL	4R/	TION	OF APP	LIC	ANT:						
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com	As the applicant for a solid waste collection company certificate, I understand the responsibilities of a solid waste collection company, and I am in compliance with all local, state, and federal regulations governing business in the state of Washington.																			
I certify under penalty of perjury under the laws of the State of Washington that the information contained in this application is true and correct.																				
I certify that I am authorized to execute and file this document.																				
Print	ted na	me of	applic	ant:√a	mes	<u>W. De</u>	Soer													
Signature of Applicant.																				
Date County State: 10/25/04 Kings Consum 10/24/14/2007																				

# ATTACHMENT B

# JOINT APPLICATION FOR TRANSFER OR LEASE OF CERTIFICATED AUTHORITY

This attachment must be completed when filing a joint application for permission to transfer or lease rights under Certificate of Public Convenience and Necessity. Certificate Number G-Check appropriate box: ☐ Transfer All\* ☐ Lease All\*\* Lease Portion\*\* √ Transfer Portion\* Rabanco Ltd. Current Name on Certificate (Seller/Lessor) Please see attached Exhibit F – List of Trade Names Current Trade Name on Certificate (Seller/Lessor) 54 South Dawson Street, Seattle, WA 98134 206-763-2700 Address (Seller/Lessor) Phone Number Fax: 206-332-7601 E-mail: nels@rabanco.com Have all fines and /or penalties been paid? Yes Has the closing annual report been filed? √ No. ☐ Yes Does the buyer/lessee agree to begin service as soon as the Commission authorizes the transfer or lease?  $\sqrt{}$ Yes No, If not, then when? If the commission assigns this application for formal hearing, does both the seller/lessor and the buyer/lessee agree to be present at the hearing? Yes No Both the seller/ lessor and the buyer/lessee certify that this application is not made for the purpose of hindering, delaying or defrauding creditors. This application must include a map and copy of the certificated authority to be transferred/leased. If applying for permission to transfer or lease a portion of the certificated authority, then the application must include a map and description of both the portion to be transferred/leased and the portion to be retained by the existing certificate holder. We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge. Seller's Signature (Veff West, Rabanco) Buyer's Signature (Jamey DeSoer, WM)

<sup>\*</sup>Please see attached Exhibit G – Copy of the sales agreement

# WASTE MANAGEMENT OF WASHINGTON, INC. REGISTERED TRADE NAMES

Federal Way Disposal
Nick Raffo Garbage
North Cascades Disposal
Olson's Sanitation Service
Recycle America

R.S.T. Disposal

Rural Skagit Sanitation

Stanwood Camano Disposal

Tri-Star Disposal

Valley Garbage

Washington Waste Hauling & Recycling, Inc.

Waste Management

Waste Management Sno-King

Waste Management – Northwest

Waste Management - Rainier

Waste Management – South Sound

Waste Management of Addy

Waste Management of Ellensburg

Waste Management of Kennewick

Waste Management of Seattle

Waste Management of Skagit County

Waste Management of Spokane

Waste Management of Greater Wenatchee

Waste Management of Yakima

Western Refuse

Brem-Air Disposal

# **PURCHASE AGREEMENT**

Between

WASTE MANAGEMENT OF WASHINGTON, INC.

(Buyer)

and

RABANCO, LTD.

(Seller)

# **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (the "Agreement") is executed and delivered as of September 3, 2004, between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation ("Buyer"), and RABANCO, LTD., a Washington corporation ("Seller").

- A. Seller owns and operates solid waste collection services in the following territories in the State of Washington: (i) the Washington Utilities and Transportation Commission ("WUTC") territory within unincorporated King County adjacent to the City of Redmond ("R1-R5"), as indicated on the map attached as Exhibit A-1; (ii) the WUTC territory within unincorporated King County north of the City of Burien, as indicated on the map attached as Exhibit A-2; (iii) the WUTC territory within unincorporated King County east of the City of Auburn, as indicated on the map attached as Exhibit A-3; (iv) the WUTC territory within unincorporated King County between S. 304<sup>th</sup> Street and the Pierce County line, as indicated on the map attached as Exhibit A-4; (v) the WUTC territory within unincorporated King County adjacent to the City of Des Moines south of S. 272<sup>nd</sup> Street, as indicated on the map attached as Exhibit A-5; and (vi) the WUTC territory within the incorporated municipal boundaries of the City of Burien (the "Burien Business" and collectively with (i) through (v) above, the "Business").
- B. The parties acknowledge that as to the Burien Business, effective June 1, 2004, Buyer has previously executed a contract for exclusive service with that municipality after notice and cancellation of the affected portions of the Seller's Certificate(s), and Seller now desires to transfer to Buyer the reversionary rights in the affected Certificate and residual statutory claims, if any, for the cancellation of the Certificate in City of Burien.
- C. Buyer desires to purchase and acquire certain rights and assets of Seller used in connection with the Business, and Seller desires to sell such rights and assets to Buyer, all in accordance with the terms and conditions set forth in this Agreement.
- **NOW, THEREFORE,** in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, received to the full satisfaction of each of them, the parties agree as follows:

# ARTICLE 1 DEFINITIONS

Section 1.1. <u>Defined Terms</u>. Capitalized terms not otherwise defined shall have the meanings assigned to them in <u>Exhibit B</u>.

# ARTICLE 2 DESCRIPTION OF ASSETS

Section 2.1. <u>Description of Assets</u>. Upon the terms and subject to the conditions set forth in this Agreement, and subject to the exclusions set forth below in Section 2.2, Seller will, on the applicable Closing Date, sell to Buyer, free and clear of all Encumbrances, all of Seller's rights in the portion of the Certificates set forth on <u>Exhibit A</u> (the "Assets"). In addition,

pursuant to a separate agreement, Seller will, on the applicable Closing Date, sell to Buyer certain of the Containers.

Section 2.2. Excluded Assets. The parties agree that certain assets of Seller shall remain the property of Seller or its Affiliates and shall not be sold to Buyer (the "Excluded Assets"). Such Excluded Assets are as follows: (a) all cash on hand and on deposit of Seller, except as set forth in Section 3.2, including without limitation all cash reserves, except as set forth in Section 3.2; (b) all, if any, real property and all buildings on and fixtures to all real property of Seller; (c) all contracts and contractual rights and obligations of Seller (whether oral or in writing) and liabilities not assumed by Buyer under Section 10.2; (d) all motor vehicles and equipment (other than the Containers) of Seller; (e) the Accounts Receivable; and (f) all other assets, properties and contractual rights not described in Section 1.1.

# ARTICLE 3 PURCHASE PRICE

Section 3.1. <u>Purchase Price</u>. Subject to adjustment pursuant to the terms of this Agreement, Buyer shall pay to Seller for the Assets (the "Purchase Price") by wire transfer of immediately available funds on

# Section 3.2. Purchase Price Adjustments.

- (a) <u>Prorations</u>. To the extent that the Closing Date occurs in the middle of Seller's billing cycle, Buyer and Seller shall make every commercially reasonable effort to prorate any amount associated with such billing cycle and services to be provided as of the Closing Date (the "Prorations"). On or before the date that is 90 days after the payment of the Purchase Price, Buyer shall compute the amount of the Prorations which need to be made pursuant to this Section 3.2, and shall provide Seller a summary reflecting how such computations were made. Seller shall have the opportunity to review and approve such computations. If the net effect of the Prorations is that the Prorations owed by Buyer to Seller exceed the Prorations owed by Seller to Buyer, then Buyer shall, within ten business days of such agreed upon computation, pay to Seller an amount equal to such excess. If the net effect of the Prorations is that the Prorations owed by Seller to Buyer exceed the Prorations owed by Buyer to Seller, then Seller shall, within ten business days of such agreed upon computation, pay to Buyer an amount equal to such excess.
- (b) <u>Payments for Services</u>. The parties agree that if Buyer receives payments for services that Seller provided before the applicable Closing, Buyer shall promptly remit such payment to Seller. The parties further agree that if Seller receives payments for services that Buyer provides after the applicable Closing, Seller shall promptly remit such payment to Buyer.
- Section 3.3. <u>Like-Kind Exchange</u>. Buyer acknowledges that Seller may dispose of the Assets in a transaction intended by Seller to qualify as a like-kind exchange under Section 1031 of the Code and, if Seller so elects, that Seller will assign this Agreement to a qualified intermediary (a "QI") to complete the exchange. Buyer agrees to cooperate with Seller to effect the exchange as long as (a) Buyer incurs no additional expense or liability, and (b) Seller remains liable for all of Seller's obligations under this Agreement, including its representations and

warranties that will survive the close of escrow under this Agreement, notwithstanding the assignment of this Agreement to a QI.



# ARTICLE 4 CLOSING

- Section 4.1. <u>Time and Place of Closing</u>. Unless otherwise agreed to by the parties, the Transactions shall be closed immediately in the case of the Burien Business and, with respect to the remaining Business, on the day that is the first day of the month following the completion, satisfaction or waiver of each of the conditions to closing set forth in Article 9 (the "Closing") at the offices of Williams, Kastner & Gibb, PLLC. The parties acknowledge that the Closing may occur in traunches. The date on which each Closing occurs is referred to as a "Closing Date."
- Section 4.2. <u>Deliveries by Seller</u>. At each Closing (unless otherwise specified), Seller shall deliver to Buyer, all duly executed:
- (a) a General Conveyance, Assignment and Bill of Sale in the form of Exhibit  $\underline{C}$  (the "Bill of Sale"), selling, transferring and assigning to Buyer the applicable Assets;
- (b) an Assignment and Assumption Agreement in the form of Exhibit D, selling, transferring and assigning to Buyer the applicable Containers (the "Container Agreement");
- (c) certified copies of resolutions of the board of directors of Seller authorizing the execution of this Agreement, the sale of the Assets to Buyer, and the consummation of the Transactions, along with an incumbency certificate of Seller;
- (d) a closing certificate in the form of Exhibit E signed by a duly authorized officer of Seller;
  - (e) all original, executed Consents;
- (f) a list of all Customers, including addresses, sizes of Containers, service information and billing information, which list shall be provided to Buyer at least 45 days before the applicable Closing; and
- (g) such other separate instruments of sale, assignment, or transfer reasonably required by Buyer to consummate the Transactions.

- Section 4.3. <u>Deliveries by Buyer</u>. At each Closing, Buyer shall deliver to Seller, all duly and properly executed:
  - (a) the Bill of Sale;
  - (b) the Container Agreement;
- (c) a certified copy of resolutions of the board of directors of Buyer authorizing the execution and delivery of this Agreement and the consummation of the Transactions, along with an incumbency certificate of Buyer;
- (d) a closing certificate in the form of Exhibit F signed by a duly authorized officer of Buyer; and
- (e) such other separate instruments of sale, assignment, or transfer reasonably required by Seller to consummate the transactions contemplated by this Agreement.

# ARTICLE 5 COVENANTS

Section 5.1. <u>Further Assurances</u>. From time to time on and after the Closing and without further consideration except as provided in this Agreement, the parties shall each deliver or cause to be delivered to the other party at such times and places as shall be reasonably requested, such additional instruments as the other party may reasonably request for the purpose of carrying out this Agreement and the Transactions.

# ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article 6, except as set forth in the Disclosure Schedules: (a) are correct and complete as of the date of this Agreement; (b) will be correct and complete as of the applicable Closing Date (as though made then and as though such Closing Date were substituted for the date of this Agreement throughout this Article 6); and (c) shall survive the Closing in accordance with Section 11.1.

Wherever a representation or warranty is qualified as having been made "to the best of Seller's knowledge," such phrase shall mean the knowledge of the officers, directors and employees of Seller actively responsible for the operation of the Assets and the Business, after reasonable inquiry.

### Section 6.1. Organization; Authority.

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and is duly authorized, and qualified and licensed under all laws, regulations, ordinances and orders of public authorities to carry on its businesses in the places and in the manner as presently conducted except for where failure to be so authorized, qualified or licensed would not have a Material Adverse Effect.

- (b) Seller has the full legal right, power and authority to enter into this Agreement and to consummate the Transactions. All corporate action of Seller necessary to approve the sale of the Assets by Seller has been taken, including director approval.
- Section 6.2. <u>Binding Effect</u>. This Agreement is the valid and binding obligation of Seller, enforceable against it in accordance with its terms.
- Section 6.3. <u>Certificates</u>. Seller currently holds the Certificates necessary for the current use and operation of each asset of Seller used in the conduct of the Business, except where the failure to have such Certificates would not have a Material Adverse Effect, and such Certificates are in full force and effect. Except as set forth on <u>Schedule 6.3</u>, Seller has not received any notice from any Governmental Authority revoking, canceling, rescinding, materially modifying or refusing to renew any Certificate or providing written notice of violations under any Environmental Law that have not been resolved.

### Section 6.4. Compliance with Laws; No Conflicts.

- (a) To the best of Seller's knowledge, Seller has in the past complied in all material respects with, and is now in material compliance with, all applicable Laws. Except as set forth on Schedule 6.4, Seller has never been involved in any litigation or administrative proceeding relating to the Assets seeking to impose fines, penalties or other liabilities or seeking injunctive relief for violation of any applicable Laws relating to the Environment. Except as set forth on Schedule 6.4, Seller has not received any notice that Seller is under investigation or other form of review relating to the Assets or the Business with respect to any applicable Law.
- (b) To the best of Seller's knowledge, the execution, delivery and performance of this Agreement, the consummation of the Transactions and the fulfillment of the terms of this Agreement will not:
- (i) conflict with, or result in a breach or violation of the Certificate of Incorporation or Bylaws of Seller;
- (ii) conflict with, or result in a material breach under any document, agreement or other instrument to which Seller is a party, or result in the creation or imposition of any Encumbrance on any Asset; or
- (iii) except for any Consents required under any Certificate, require notice to, or the consent or approval of, any Governmental Authority or other third party in order to remain in full force and effect.
- Section 6.5. <u>Litigation</u>. There is no Action pending or, to the best of Seller's knowledge, threatened, against Seller relating to the Assets or the Business, at law or in equity, that could interfere with the consummation of the Transactions; no notice of any of the above has been received by Seller; and, to the best of Seller's knowledge, no facts or circumstances exist which would give rise to any of the foregoing.
- Section 6.6. <u>Conduct of Seller's Business Since January 1, 2004</u>. Since January 1, 2004 and except as contemplated by the parties to this Agreement, there has not been any:

- (a) sale or transfer of, or any agreement to sell or transfer, any of the Assets or any plan, agreement or arrangement granting any preferential right to purchase or acquire any interest in any of the Assets, or requiring Consent of any Party to the transfer and assignment of any of the Assets;
  - (b) waiver of any material rights or claims of Seller related to the Assets;
  - (c) material breach, amendment or termination of any Certificate:
- (d) transaction by Seller outside the ordinary course of its business with respect to the Assets;
- (e) any other material occurrence, event, incident, action or failure to act outside the ordinary course of business of Seller with respect to the Assets; or
- (f) any action by Seller or any employee, officer or agent of Seller committing to do any of the foregoing.
- Section 6.7. <u>Hazardous Materials</u>; <u>Disposal Sites</u>. To the best of Seller's knowledge and except for waste materials handled in residential or commercial waste that have in all respects been Handled in compliance with all applicable Laws, Seller has never Handled any Hazardous Materials with respect to the Business. No Encumbrance with respect to Environmental Liability has been imposed against the Assets or the Business under any Environmental Law, and, to the best of Seller's knowledge, no facts or circumstances exist which would give rise to the same. <u>Schedule 6.7</u> is, to the best of Seller's knowledge, a complete list of the names and addresses of all disposal sites utilized by Seller or any predecessors of Seller with respect to the Business during the last ten years. Except as disclosed on <u>Schedule 6.7</u>, no such disposal site is listed on the CERCLIS list or the National Priorities List of Hazardous Waste Sites or any similar list maintained by any Governmental Authority, nor is Seller listed as or received notice that it is a potentially responsible party with respect to the Assets or the Business or as a result of the operation of the Assets or the Business under any Environmental Law or other applicable Law.
- Section 6.8. <u>Corrupt Practices</u>. Seller has never made, offered or agreed to offer anything of value to any employees of any customers of Seller for the purpose of attracting business to Seller or to any foreign or domestic governmental official, political party or candidate for government office or any of their employees or representatives, nor have they otherwise taken any action which would cause it to be in violation of the Foreign Corrupt Practices Act of 1977, as amended.
- Section 6.9. <u>Revenue</u>. The revenue for the Business for the 12 months before the date of this Agreement is equal to the amount set forth on <u>Schedule 6.9</u>.
- Section 6.10. <u>Complete Disclosure</u>. To the best of Seller's knowledge, this Agreement and the Disclosure Schedules and all other documents and written information furnished to Buyer and its representatives pursuant to this Agreement or pursuant to the negotiation of these Transactions or the investigations by Buyer or its employees or representatives, taken as a whole, do not and will not include any untrue statement of a material fact or omit to state a material fact

necessary to make the statements therein not misleading. If Seller becomes aware of any fact or circumstance which would change a representation or warranty of Seller in this Agreement or any other statement made or document provided to Buyer, the party with such knowledge shall promptly give notice of such fact or circumstance to Buyer. Except as set forth in Section 14.12, none of (a) such notification, (b) any pre-closing investigation by Buyer of Seller, the Assets or the Business, or (c) the Closing contemplated by this Agreement, shall relieve Seller of its obligations under this Agreement, including the representations and warranties made in this Article 6.

# ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants that the statements contained in this Article 7, except as set forth on Schedule 7.3: (i) are correct and complete as of date of this Agreement; (ii) will be correct and complete as of the applicable Closing Date (as though made then and as though such Closing Date were substituted for the date of this Agreement throughout this Article 7); and (ii) shall survive the Closing in accordance with Section 11.1.

Whenever a representation or warranty is qualified as having been made "to the best of Buyer's knowledge," such phrase shall mean the knowledge of the officers, directors and employees of Buyer actively responsible for the operation of Buyer's business, after reasonable inquiry.

- Section 7.1. Organization; Authority. (a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized, and qualified and licensed under all laws, regulations, ordinances and orders of public authorities to carry on its businesses in the places and in the manner as presently conducted except for where failure to be so authorized, qualified or licensed would not have a Material Adverse Effect.
- (b) Buyer has the full legal right, power and authority to enter into this Agreement and to consummate the Transactions. All corporate action of Buyer necessary to approve the purchase of the Assets by Buyer has been taken, including director approval.
- Section 7.2. <u>Binding Effect</u>. This Agreement is the valid and binding obligation of Seller, enforceable against it in accordance with its terms.
- Section 7.3. No Conflicts. To the best of Buyer's knowledge and except as set forth on Schedule 7.3, the execution, delivery and performance of this Agreement, the consummation of the Transactions and the fulfillment of the terms of this Agreement will not: (a) conflict with, or result in a breach or violation of the Certificate of Incorporation or Bylaws of Buyer; (b) conflict with, or result in a material breach under any document, agreement or other instrument to which Buyer is a party, or result in the creation or imposition of any Encumbrance on any properties of Buyer pursuant to (i) any Law to which Buyer or any of its property is subject, or (ii) any judgment, order or decree to which Buyer is bound or any of its property is subject; (c) result in termination or any impairment of any material Certificate of Buyer; or (d) require the Consent of,

or the filing with, any Governmental Authority or any other third party in order to remain in full force and effect.

# ARTICLE 8 COVENANTS BEFORE THE CLOSING

- Section 8.1. Access to Records. Between the date of this Agreement and the final Closing Date, Seller shall, at reasonable times and upon reasonable notice, grant Buyer and its representatives access to the books and records of Seller related to the Assets and the Business and will furnish Buyer with such additional financial and operating data and other information as to the Assets and the Business. Seller will cooperate with Buyer, its representatives, auditors and counsel in the preparation of any documents or other materials which may be required in connection with any documents or materials required by any Governmental Agency.
- Section 8.2. <u>Activities of Seller Prior to Closing</u>. Between the date of this Agreement and the applicable Closing Date, Seller will:
  - (a) Perform all of its obligations under the Certificates;
  - (b) Maintain material compliance with all applicable Laws;
- (c) Maintain the Containers in operable condition, normal wear and tear excepted; and
- (d) Provide all reasonable assistance to Buyer to provide for an orderly transfer of the Assets from Seller to Buyer.
- Section 8.3. <u>Prohibited Activities Prior to Closing</u>. Between the date of this Agreement and the final Closing Date, Seller will not, without the prior written consent of Buyer (except as contemplated by this Agreement):
  - (a) Breach, amend or terminate any Certificate in any material manner;
- (b) Enter into any transaction outside the ordinary course of business for the Business or otherwise prohibited under this Agreement;
- (c) Allow any other action or omission, or series of actions or omissions, by Seller that would cause a representation or warranty of Seller made in Article 6 to be untrue as of the Closing Date; or
  - (d) Move or replace Containers except in the normal course of business.
- Section 8.4. <u>Contact with Government Officials and WUTC</u>. The parties shall use best efforts to cooperate with each other in making contact, as promptly as practicable and in any event will submit applications for transfer of the Certificates with the appropriate Governmental Authorities in order to consummate the Transactions, including the requisite approval of the WUTC.

Section 8.5. <u>Public Announcements</u>. Between the date of this Agreement and the final Closing Date, except as required under Law or to obtain Consents, neither party shall make any public announcements concerning the Transactions without the prior written consent of the other party.

# ARTICLE 9 CONDITIONS PRECEDENT

The obligations of Seller and Buyer under this Agreement are subject to the completion, satisfaction, or at their option, waiver, on or prior to the applicable Closing Date, of the following conditions.

- Section 9.1. <u>Representations and Warranties</u>. The representations and warranties of each of Seller and Buyer contained in this Agreement shall be accurate on and as of each Closing Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with and performed by each of Seller or Buyer on or before the applicable Closing Date shall have been duly complied with and performed.
- Section 9.2. <u>Consents</u>. All necessary notices to, Consents of and filings with any Governmental Authority relating to the consummation of the portion of the Transactions that will close shall have been obtained and made, and Buyer shall have determined, in its sole discretion, that all Consents it deems necessary have been obtained.
- Section 9.3. <u>Approval by WUTC</u>. The WUTC shall have issued a final order approving the portion of the Transactions that will close without any restriction, diminution or deletion thereof, and Buyer shall have determined, in its sole discretion, that the applicable Certificates, without any restriction, diminution or deletion, has been duly transferred to Buyer.
- Section 9.4. <u>No Adverse Proceeding</u>. No Action shall have been instituted or threatened to restrain or prohibit any of the Transactions. No Governmental Authority shall have taken any other action as a result of which Buyer deems it inadvisable to proceed with the Transactions.
- Section 9.5. <u>Closings of Related Transaction</u>. If the transaction identified on <u>Exhibit G</u> is not consummated as a result of the parties' failure to obtain Consents, the parties agree that Seller shall identify additional assets to sell to Buyer that are comparable in value to the assets identified on <u>Exhibit G</u>, which Buyer shall be satisfied with in its reasonable discretion.
- Section 9.6. No Adverse Change or Material Adverse Effect. Seller shall not have suffered any loss or damage to the Assets since January 1, 2004, which loss or damage would result in a Material Adverse Effect or would materially impair Buyer's ability to operate the Assets after the applicable Closing.
- Section 9.7. Good Standing Certificates. Seller shall have delivered to Buyer a certificate, dated as of a date no earlier than 10 days prior to the first Closing Date, duly issued by the appropriate governmental authority or authorities showing that Seller is in good standing and is authorized to do business in its state of incorporation.

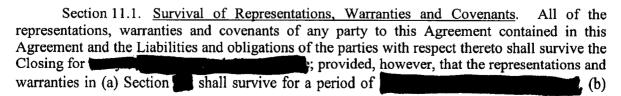
- Section 9.8. <u>Disclosure Schedules</u>. Seller shall have delivered any updates to the Disclosure Schedules at least 10 days before the applicable Closing Date, which Buyer shall be satisfied with in its reasonable discretion. Buyer shall have delivered any updates to the Disclosure Schedules at least 10 days before the applicable Closing Date, which Seller shall be satisfied within its reasonable discretion.
- Section 9.9. <u>Deliveries by Seller</u>. Seller shall have delivered or shall be prepared to deliver the items set forth in Section 4.2
- Section 9.10. <u>Deliveries by Buyer</u>. Buyer shall have delivered or shall be prepared to deliver the items set forth in Section 4.3.
- Section 9.11. <u>General</u>. All actions taken by Seller in connection with the consummation of the Transactions and all certificates, opinions and other documents required to effect the Transactions will be reasonably satisfactory in form and substance to Buyer.

# ARTICLE 10 NON-ASSUMPTION OF LIABILITIES

Section 10.1. Non-Assumption of Liabilities. Except as explicitly set forth in Section 10.2. Buyer shall not, by the execution and performance of this Agreement or otherwise, assume, become responsible for or incur any Liability of any nature of Seller or any other Person including, any Liability arising out of or relating to: (a) any occurrence or circumstance (whether known or unknown) which occurs or exists on or before the applicable Closing Date and which constitutes, or which by the lapse of time or giving notice (or both) would constitute, a breach or default under any lease, contract, or other instrument or agreement (whether written or oral) including the Certificates; (b) injury to or death of any person or damage to or destruction of any property occurring prior to the applicable Closing Date, whether based on negligence, breach of warranty, or any other theory; (c) violation of the requirements of any applicable Law or Governmental Authority or of the rights of any third Person, including, without limitation, any requirements relating to the reporting and payment of Taxes; (d) the Handling or Release of Hazardous Materials; (e) any Liabilities under any agreement or arrangement between Seller and the employees of Seller or any labor or collective bargaining unit representing any such employees; (f) any employee benefit plan, employee welfare benefit plan, employee pension benefit plan, multi-employer plan or multiple-employer welfare arrangements (as defined in Sections 3(3), (1), (2), (37) and (40), respectively, of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) which are currently maintained and/or sponsored by Seller, or to which Seller currently contributes, or has an obligation to contribute in the future (including, without limitation, employment agreements and any other agreements containing "golden parachute" provisions and deferred compensation agreements); (g) any severance pay obligation of Seller or any employee benefit plan (within the meaning of Section 3(3) of ERISA) or any other fringe benefit program maintained or sponsored by Seller or to which Seller contributes or any contributions, benefits or liabilities therefor or any Liability for the withdrawal or partial withdrawal from or termination of any such plan or program by Seller; (h) any obligations related to any of the Excluded Assets; (i) any Liabilities of Seller not specifically assumed by Buyer under Section 10.2; and (i) any Liabilities of Seller related to or arising from Seller's disposal of waste at the following landfills: (i) , (ii) and (iv) Seller agrees that it shall pay and discharge all such Liabilities as and when they become due and payable.

Section 10.2. <u>Assumption of Obligations</u>. Buyer agrees to assume all of Seller's obligations under the Certificates to the extent, and only to the extent, such obligations first mature and are required to be performed subsequent to the close of business on the applicable Closing Date.

# ARTICLE 11 INDEMNIFICATION



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shall survive for a period of shall survive until the expiration of the applicable statute of limitations period. As long as the Indemnified Party provides a Claim Notice within the periods set forth in this Section 11.1, the claim for indemnification will survive the periods set forth in this Section 11.1. The provisions set forth in this Article 11 are the parties' exclusive remedies against each other for breach of any representation, warranty or covenant, for failure to assume any Liability or obligation, and/or for Third Party Claims.

Section 11.2. <u>Indemnification by Seller</u>. Seller agrees that it will indemnify, defend (as to Third Party Claims only), protect and hold harmless Buyer, its officers, shareholders, directors, divisions, subdivisions, Affiliates, subsidiaries, parent, agents, employees, successors and assigns at all times from and after the applicable Closing Date from and against all Losses that arise as a result of or incident to: (a) any breach of, misrepresentation in, untruth in or inaccuracy in the representations and warranties by Seller set forth in this Agreement; (b) nonfulfillment or nonperformance of any agreement, covenant or condition on the part of Seller made in this Agreement; (c) any of the matters set forth in Section 10.1; or (d) any Third Party Claim that, if true, would mean that a condition for indemnification set forth in subsections (a) through (c) of this Section 11.2 had been satisfied.

Section 11.3. <u>Indemnification by Buyer</u>. Buyer agrees that it will indemnify, defend (as to Third Party Claims only), protect and hold harmless Seller, its officers, shareholders, directors, divisions, subdivisions, Affiliates, subsidiaries, parent, agents, employees, successors and assigns at all times from and after the Closing Date from and against all Losses that arise as a result of or incident to: (a) any breach of, misrepresentation in, untruth in or inaccuracy in the representations and warranties by Buyer set forth in this Agreement; (b) nonfulfillment or nonperformance of any agreement, covenant or condition on the part of Buyer made in this Agreement; (c) the matters set forth in Section 10.2; and (d) any Third Party Claim that, if true, would mean that a condition for indemnification set forth in subsections (a) through (c) of this Section 11.3 had been satisfied.

Section 11.4. <u>Limitation on Liability</u>. The indemnification obligations set forth in this Article 11 shall apply only if a Closing occurs and then only after the aggregate amount of such obligations exceeds (including any claims for indemnification pursuant to the agreement described on <u>Exhibit G</u>), at which time the indemnification obligations shall be effective as to all amounts, including the initial Further, the indemnification obligations set forth in this Article 11 shall be limited to an aggregate amount not to exceed the The foregoing indemnification threshold and cap shall not apply to indemnification obligations on account of a breach of the covenants set forth in Sections 10.1 or 10.2. Further, the foregoing indemnification threshold shall not apply to the indemnification obligations on account of a breach of the representations set forth in Section 6.9.

Section 11.5. <u>Indemnification Procedure Between Buyer and Seller</u>. Upon the occurrence of any claim for which indemnification is believed to be due under this Agreement, the Indemnified Party shall provide a Claim Notice to the Indemnifying Party. The Claim Notice shall state in general terms the circumstances giving rise to the claim, specify the amount of the claim (or an estimate thereof), and make a request for any payment then believed due. A Claim Notice shall be conclusive against the Indemnifying Party in all respects 20 days after receipt by

the Indemnifying Party unless, within such period, the Indemnifying Party sends the Indemnified Party a Dispute Notice. Any Dispute Notice shall describe the basis for such objection and the amount of the claim that the Indemnifying Party does not believe should be subject to Upon receipt of any Dispute Notice, the Indemnified Party and the indemnification. Indemnifying Party shall use reasonable efforts to cooperate and arrive at a mutually acceptable resolution of the dispute within the next 30 days. If a resolution is not reached within the 30-day period, either party may submit the dispute for resolution by a panel of three arbitrators in a city mutually selected by the Indemnifying Party and the Indemnified Party (or, if no city can be mutually agreed upon within 15 days of the end of the 30-day period, then in Seattle, Washington). One arbitrator shall be selected by the Indemnified Party, the second arbitrator shall be selected by the Indemnifying Party, and the third arbitrator shall be selected by the two previously selected arbitrators. In all respects, such panel shall be governed by the American Arbitration Association's then existing Commercial Arbitration Rules. The arbitrators' decision shall be binding and conclusive on the parties. If it is finally determined (through either agreement of the parties or arbitration) that all or a portion of the claim amount is owed to the Indemnified Party, the Indemnifying Party shall, within 10 days of such determination, pay the Indemnified Party such amount owed, together with interest from the date of the Claim Notice until the date of actual payment at the Applicable Rate. All costs of the arbitration shall be split equally between Buyer on the one hand and Seller on the other hand.

# Section 11.6. <u>Indemnification Procedure with Respect to Third Party Claims.</u>

- (a) If any third party shall notify the Indemnified Party pursuant to this Agreement of a Third Party Claim that may give rise to a claim for indemnification against the Indemnifying Party, or if the Indemnified Party otherwise becomes aware of any matter that may give rise to such a claim or wishes to make such a claim (whether or not related to a Third Party Claim), then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation under this Agreement unless, and then solely to the extent that, the Indemnifying Party is thereby prejudiced.
- Party against a Third Party Claim with counsel of its choice satisfactory to the Indemnified Party so long as: (i) the Indemnifying Party notifies the Indemnified Party in writing within a reasonable time after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Losses the Indemnified Party may suffer that arise as a result of or incident to the Third Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations under this Agreement; (iii) the Third Party Claim involves only monetary damages and does not seek an injunction or equitable relief or involve the possibility of criminal penalties; (iv) settlement of or adverse judgment with respect to the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party; and (v) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

- (c) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 11.6(b), (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (which will not be unreasonably withheld), and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (which will not be unreasonably withheld).
- (d) If or to the extent that any of the conditions set forth in Section 11.6(b) is or becomes unsatisfied: (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim and any matter it may deem appropriate in its sole discretion and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith (but will keep the Indemnifying Party reasonably informed regarding the progress and anticipated cost thereof); (ii) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the cost of defending against the Third Party Claim (including attorneys' fees and expenses); (iii) the Indemnifying Party will remain responsible for any Losses the Indemnified Party may suffer that arise as a result of or incident to the Third Party Claim to the fullest extent provided in this Article 11; and (iv) the Indemnifying Party shall be deemed to have waived any claim that its indemnification obligations should be reduced because of the manner in which counsel for the Indemnified Party handled the Third Party Claim.
- (e) <u>Determination of Losses</u>. The parties shall take into account the time value of money (using the Applicable Rate as the discount rate) in determining Losses for purposes of this Article 11.

# ARTICLE 12 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Section 12.1. Nondisclosure by Seller. Seller recognizes and acknowledges that it has in the past, currently has, and in the future may possibly have, access to certain Confidential Information of Buyer and of the Business that will, as of the applicable Closing Date, be valuable, special and unique assets of Buyer. Seller agrees, at all times from and after the Closing, to, and shall cause its Affiliates, officers, directors, employees and agents to: (a) treat and hold as confidential (and not disclose or provide access to any Person to use) any Confidential Information; (b) if Seller or any of its Affiliates, officers, directors, employees or agents becomes legally compelled to disclose any such Confidential Information, provide Buyer with prompt written notice of such requirement so that Buyer may seek a protective order or other remedy; and (c) promptly furnish (prior to, at, or as soon as practicable after the Closing) to Buyer any and all copies (in whatever form or medium) of all such Confidential Information then in the possession of Seller or any of its Affiliates, officers, directors, employees or agents and destroy any additional copies then in their possession of such information and of analyses, compilations, studies or other documents prepared, in whole or in part, on the basis thereof. This Section 12.1, however, shall not apply to: (i) any information that, at the time of disclosure, is available publicly and was not disclosed in breach of this Agreement by Seller or any of its

Affiliates, officers, directors, employees or agents; or (ii) any information which is or relates to an Excluded Asset or relates to the liabilities retained by Seller under this Agreement. Seller acknowledges and agrees that Buyer's remedies at Law for any breach or threatened breach of this Section 12.1 are inadequate, and that in addition to such remedies, Buyer shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any such breach or threatened breach without the need to demonstrate that monetary damages are inadequate.

Section 12.2. Nondisclosure by Buyer. Buyer acknowledges that it has had and prior to the Closing Date, will have access to certain Confidential Information of Seller. Buyer agrees, at all times from and prior to the applicable Closing Date, to, and shall cause its Affiliates, officers, directors, employees and agents to: (a) treat and hold as confidential (and not disclose or provide access to any Person to or use) any Confidential Information; and (b) if Buyer or any of its Affiliates, officers, directors, employees or agents becomes legally compelled to disclose any such Confidential Information, provide Seller with prompt written notice of such requirement so that Seller may seek a protective order or other remedy. This Section 12.2, however, shall not apply to any information that, at the time of disclosure, is available publicly and was not disclosed in breach of this Agreement by Buyer or any of its Affiliates, officers, directors, employees or agents. Buyer acknowledges and agrees that Seller's remedies at Law for any breach or threatened breach of this Section 12.2 are inadequate, and that in addition to such remedies, Seller shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any such breach or threatened breach without the need to demonstrate that monetary damages are inadequate.

# ARTICLE 13 TERMINATION OF AGREEMENT

Section 13.1. <u>Termination by Buyer</u>. Buyer, by notice in the manner provided in Section 14.6 on or before the Closing Date, may terminate this Agreement if any of the conditions set forth in Article 9 shall not have been satisfied or in the event of a breach by Seller in the observance or in the due and timely performance of any of the agreements or conditions contained in this Agreement on its part to be performed, and such breach shall not have been cured within 15 days after notice to Seller.

Section 13.2. <u>Termination by Seller</u>. Seller, by notice in the manner provided in Section 14.6 on or before the Closing Date, may terminate this Agreement in the event of a breach by Buyer in the observance or in the due and timely performance of any of the covenants, agreements or conditions contained in this Agreement on its part to be performed, and such breach shall not have been cured within 15 days after notice to Buyer.

Section 13.3. <u>Effect of Termination</u>. Termination of this Agreement pursuant to this Article 13 shall not in any way terminate, limit or restrict the rights and remedies of any party against any other party which has breached this Agreement before termination.

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# ARTICLE 14 GENERAL

Section 14.1. <u>Assignment; Binding Effect; Amendment</u>. This Agreement and the rights of the parties under this Agreement may not be assigned (except by operation of Law, or by Buyer or Seller to one of their respective Affiliates) and shall be binding upon and shall inure to the benefit of the parties to this Agreement, and the successors of Buyer and Seller. This Agreement, upon execution and delivery, constitutes a valid and binding agreement of the parties to this Agreement enforceable in accordance with its terms and may be modified or amended only by a written instrument executed by all parties to this Agreement.

Section 14.2. <u>Entire Agreement</u>. This Agreement is the final, complete and exclusive statement and expression of the agreement between the parties to this Agreement with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreements of any kind.

Section 14.3. <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 14.4. <u>No Brokers</u>. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that the warranting party has had no dealings with any broker or agent so as to entitle such broker or agent to a commission or fee in connection with the Transactions. If for any reason a commission or fee shall become due, the party dealing with such agent or broker shall pay such commission or fee and agrees to indemnify and save harmless the other party from all claims for such commission or fee and from all attorneys' fees, litigation costs and other expenses relating to such claim.

Section 14.5. Expenses of Transaction. Whether or not the Transactions are consummated: (a) Buyer will pay the fees, expenses and disbursements of Buyer and its agents, representatives, accountants and counsel incurred in connection with the subject matter of this Agreement and any amendments to this Agreement and all other costs and expenses incurred in the performance and compliance with all conditions to be performed by Buyer under this Agreement; and (b) Seller will pay the fees, expenses and disbursements of Seller and its agents, representatives, accountants and counsel incurred in connection with the subject matter of this Agreement and any amendments to this Agreement and all other costs and expenses incurred in the performance and compliance with all conditions to be performed by Seller under this Agreement. Seller shall pay all such fees, expenses and disbursements prior to the applicable Closing so that the Assets will not be charged with or diminished by any such fee, cost or expense. Seller represents and warrants to Buyer that Seller has relied on its own advisors for all legal, accounting, tax or other advice whatsoever with respect to this Agreement and the transactions contemplated by this Agreement.

Section 14.6. <u>Notices</u>. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, by delivering the same in person to such party, or by facsimile during normal business hours with delivery verification.

## (a) If to Seller, addressed to:

Rabanco, Ltd. c/o Allied Waste Industries, Inc. 15880 N. Greenway-Hayden Loop, Suite 100 Scottsdale, Arizona 85260 Attn: Randy Smith

Phone: (480) 627-2700 Fax: (480) 627-7086

### with a copy to:

Allied Waste Industries, Inc. 15880 N. Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260

Attn: Steven M. Helm, Executive Vice President and General Counsel

Phone: (480) 627-2700 Fax: (480) 627-2704

### and a copy to:

Fennemore Craig 3003 N. Central Avenue Suite 2600 Phoenix, Arizona 85012 Attn: Susan M. Wissink, Esq. Phone: (602) 916-5319 Fax: (602) 916-5519

### and a copy to:

Williams, Kastner & Gibb PLLC Two Union Square 601 Union Street, Suite 4100 Seattle, Washington 98101-2380 Attn: Dave Wiley, Esq.

Phone: (206) 233-2895 Fax: (206) 628-6611

# (b) If to Buyer, addressed to it at:

Waste Management of Washington, Inc. 13225 N.E. 126th Place Kirkland, Washington 98034 Attn: James W. DeSoer

Phone: 425-823-6164 Fax: 425-814-7866

with a copy to:

Slovak, Baron & Empey, L.L.P. 1800 E. Tahquitz Canyon Way Palm Springs, California 92262 Attn: Marc E. Empey, Esq. Phone: (760) 322-2275

Fax: (760) 322-2275

and a copy to:

Summit Law Group 315 Fifth Avenue South, Suite 1000 Seattle, Washington 98104 Attn: Polly McNeill, Esq. Phone: (206) 676-7000

Fax: (206) 676-7001

Notice shall be deemed given and effective the day personally delivered or facsimiled, the day after being sent by overnight courier, subject to signature verification, and three business days after the deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received, if earlier. Any party may change the address for notice by notifying the other parties of such change in accordance with this Section.

Section 14.7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington.

Section 14.8. <u>No Waiver</u>. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach of default occurring before or after that waiver.

Section 14.9. <u>Captions</u>. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement or be used to construe or interpret any provision of this Agreement.

Section 14.10. <u>Severability</u>. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 14.11. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include" and "including" mean including, without limitation. The parties intend that representations, warranties and covenants contained in this Agreement shall have independent significance. If any party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached shall not detract from or mitigate the fact the party is in breach of the first representation, warranty or covenant.

Section 14.12. <u>Knowledge as a Defense</u>. Seller shall have no liability with respect to a breach of the covenants, representations or warranties of Seller set forth in this Agreement or in any documents delivered pursuant to this Agreement to the extent that Buyer proceeds with the Closing of the Transactions and such breach was otherwise disclosed in writing by Seller to Buyer in the Disclosure Schedules.

[Signatures on following page]

(WUTC Rabanco Assets)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BUYER:

Waste Management of Washington, Inc.

SELLER:

Rabanco, Ltd.

(WUTC Rabanco Assets)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

UYER:	Waste Management of Washington, Inc.
	By: Name: Its:
SELLER:	Rabanco, Ltd.
	By: Name: Neck Horises T Its: Armers of assure

# Redmond pockets R1-R5

# PID 387(25) Solid Waste - not requiring use of dump truck.

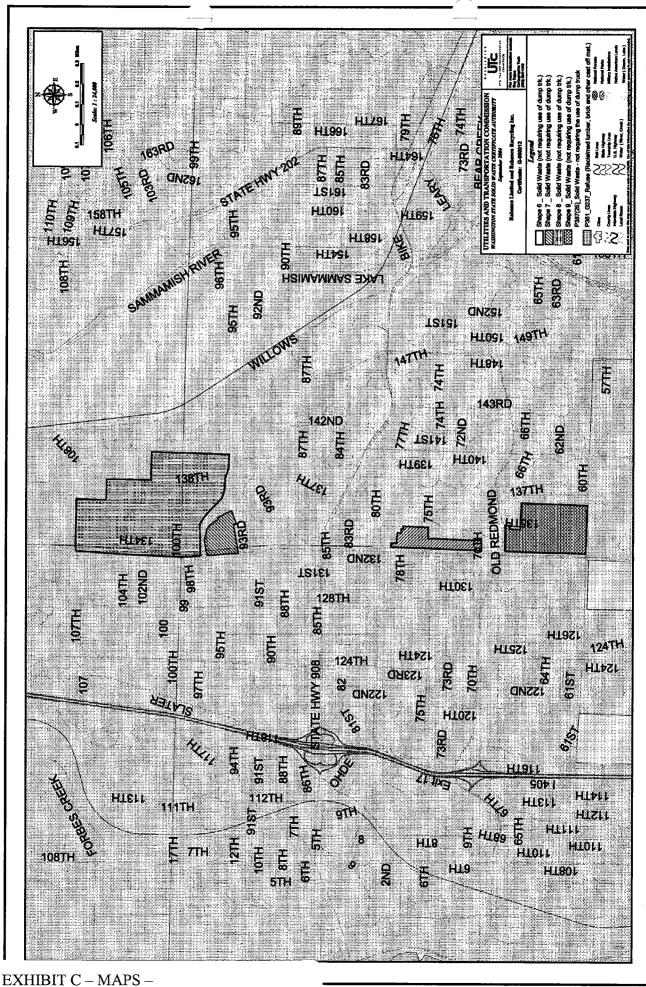
Excluding the following areas: Transfer Areas

Shape 6 Commencing at the intersection of NE 108<sup>th</sup> St. and 132<sup>nd</sup> Ave. NE; thence easterly on NE 108<sup>th</sup> St. to the Redmond City limits, thence following the Redmond city limits in a southerly, southeasterly and westerly clockwise direction to 132<sup>nd</sup>. Ave. NE; thence north along 132<sup>nd</sup> Ave. NE to its intersection with NE 108<sup>th</sup> St., the point of beginning.

Shape 7 Commencing at the intersection of NE 97<sup>th</sup> St. and 132<sup>nd</sup> Ave. NE; thence following the Redmond city limits in a southeasterly and westerly clockwise direction to 132<sup>nd</sup> Ave. NE, thence north along 132<sup>nd</sup> Ave. NE to its intersection with NE 97<sup>th</sup> St., the point of beginning.

Shape 8 Commencing at the intersection of NE 78<sup>th</sup> St. extended east and 132<sup>nd</sup> Ave. NE; thence following the Redmond city limits in a easterly, southerly and westerly clockwise direction to 132<sup>nd</sup> Ave. NE, thence north along 132<sup>nd</sup> Ave. NE to its intersection with NE 78<sup>th</sup> St. extended east, the point of beginning.

Shape 9 Commencing at the intersection of NE 70<sup>th</sup> St. and 132<sup>nd</sup> Ave. NE; thence following the Redmond city limits in a easterly, southerly and westerly clockwise direction to 132<sup>nd</sup> Ave. NE, thence north along 132<sup>nd</sup> Ave. NE to its intersection with NE 70<sup>th</sup> St., the point of beginning.



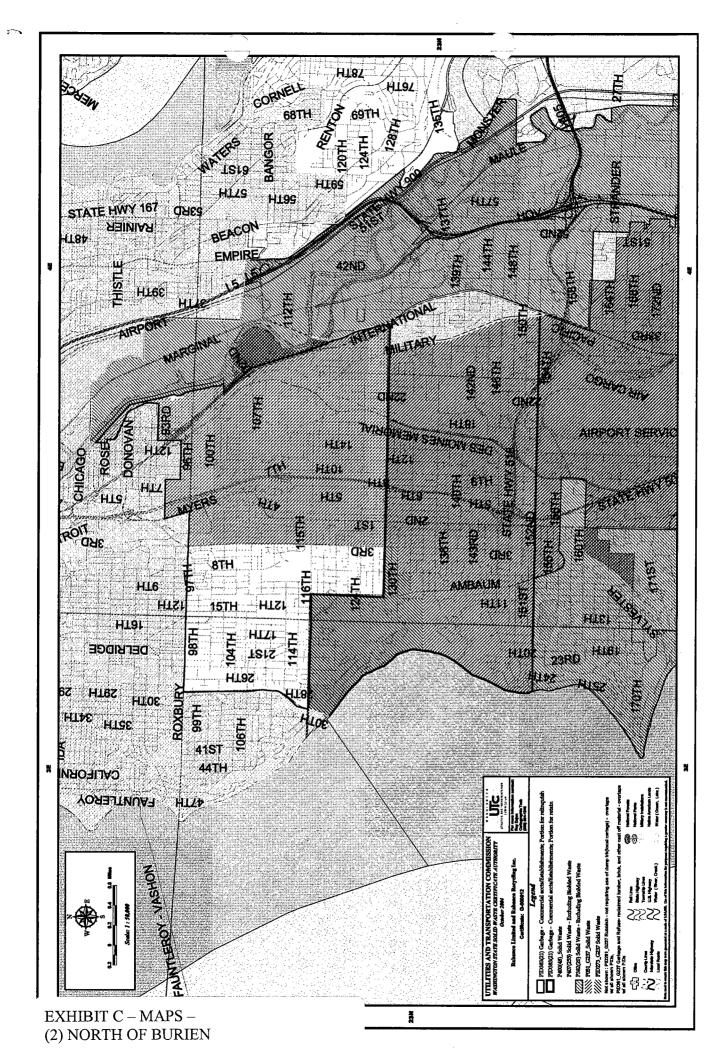
(1) ADJACENT TO REDMOND

### **North of Burien**

**PID 21** 

# Relinquished by G-12

Solid waste collection service excluding biomedical waste, from commercial accounts or establishments only in that portion of King County described as follows: Commencing at the intersection of S. 128th St. extended east and SR-99 (Pacific Highway); thence north along SR-99 to its intersection with S. 101st St. extended east; thence east along S. 101st. St. extended east to its intersection with the west bank of the Duwamish River; thence north along the west bank of the Duwamish River to its intersection with the corporate limits of the City of Seattle (as of September 6, 1960); at approximately S. Monroe St. extended east; thence south and west along said corporate limits to SW. Roxbury St.: thence west on SW. Roxbury St. to 30th Ave. SW; thence south on 30th Ave. SW to Seola Beach Dr. SW.; thence south on Seola Beach Dr. SW. to its intersection with SW 116<sup>th</sup> St. extended west; thence east along SW 116<sup>th</sup> St. extended west and SW 116<sup>th</sup> St. to its intersection with 12<sup>th</sup> Ave. SW: thence south along 12<sup>th</sup> Ave. SW to its intersection with Ambaum Blvd SW.; thence south along Ambaum Blvd. SW its intersection with SW 128th St.; thence east along SW 128th St.and S 128th St. and S 128th St. extended east to its intersection with SR- 99 (Pacific Highway), the point of beginning.



### **East of Auburn**

**PID 20** 

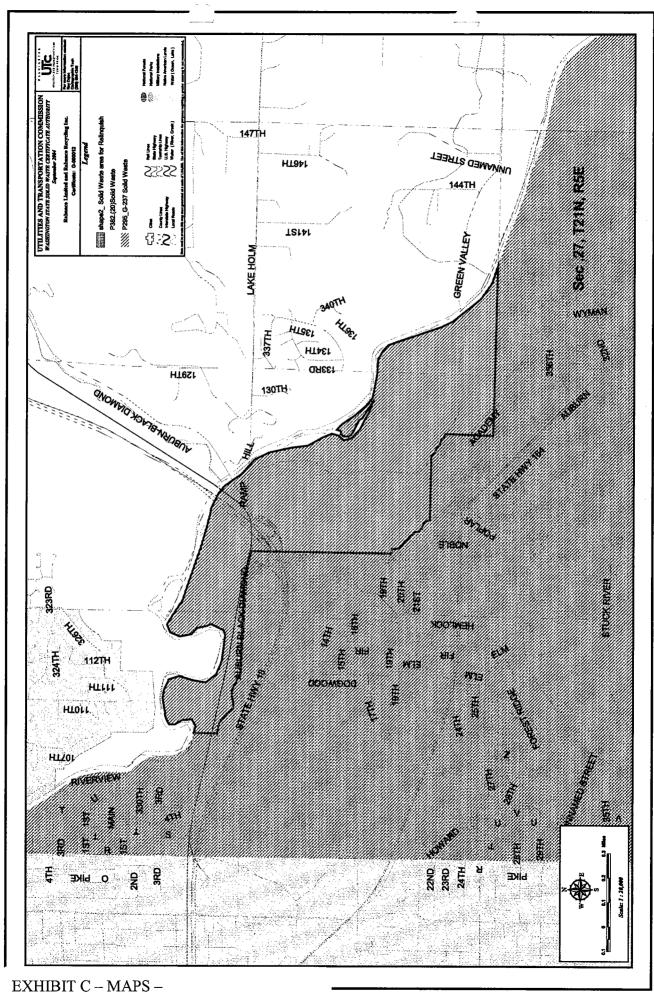
Excluding the following areas:

Area to be relinquished:

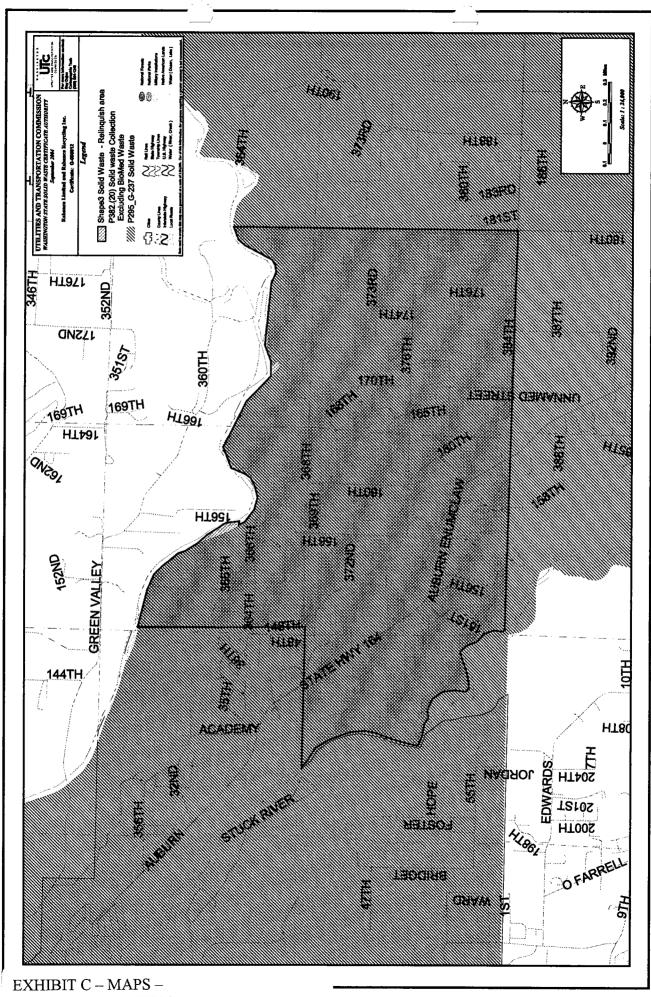
**Shape 2** Solid Waste Collection Service Commencing at the intersection of the west bank of the Green River and the north line of Section 27, T21N, R5E also the city limits of Auburn; thence west, and northerly along said city limits in a clockwise direction to the west bank of the Green River; thence following the west bank of the river in a clockwise direction to the point where it intersects with the Auburn City limits the point of beginning.

Area to be relinquished:

Shape 3 Solid Waste Collection Service Commencing at the intersection of 148<sup>th</sup> Ave. SE extended north and the Green River; thence southeasterly and easterly along the west banks of the Green River to the east line of Section 25, T21 N, R.5 E.; thence south along said section line extended to SE 384 St.; thence west on SE 384<sup>th</sup> St. and SE 384<sup>th</sup> St. extended west to the White River; thence north along the east banks of the White River to its intersection with SE 368<sup>th</sup> St. extended west; thence east along SE 368<sup>th</sup> St. extended west and SE 368<sup>th</sup> St. to 148<sup>th</sup> Ave. SE; thence north on 148<sup>th</sup> Ave. SE and 148<sup>th</sup> Ave. SE extended north to the Green River, the point of beginning.



(3) EAST OF AUBURN



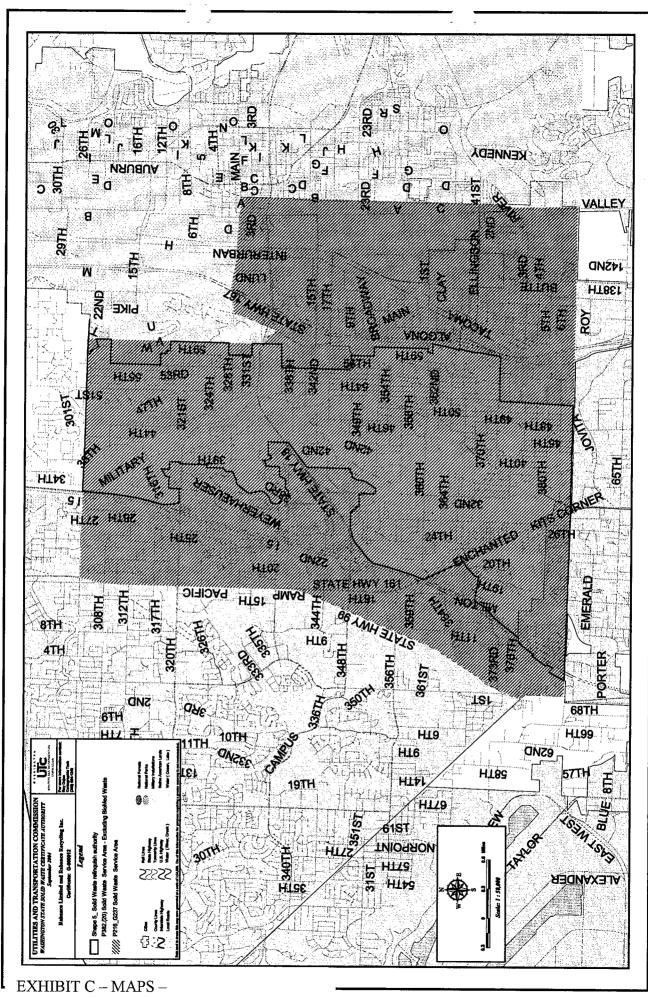
(3) EAST OF AUBURN

#### South of 304th

#### PID 20 (382) Solid Waste Service Area

Excluding the following: Area to be Relinquished:

**Shape 5** Commencing at the intersection of S. 304<sup>th</sup> St. extended west and I-5; thence east along S. 304<sup>th</sup> St. extended west and S. 304<sup>th</sup> St. extended east to the Auburn city limits; thence southerly along the Auburn city limits to its intersection with the Algona city limits at approximately lowa Dr. and 59<sup>th</sup> Ave. S.; thence south along the Algona city limits to its intersection with the Pacific city limits at West Valley Hwy. S. and 5<sup>th</sup> Ave. NW extended west; thence south along the Pacific city limits to the King/Pierce County line; thence west along the King/Pierce County line to the Federal Way city limits; thence following the Federal Way city limits in a northerly and northeasterly clockwise direction to its intersection with the intersection of S. 304<sup>th</sup> St. extended west and I-5, the point of beginning.

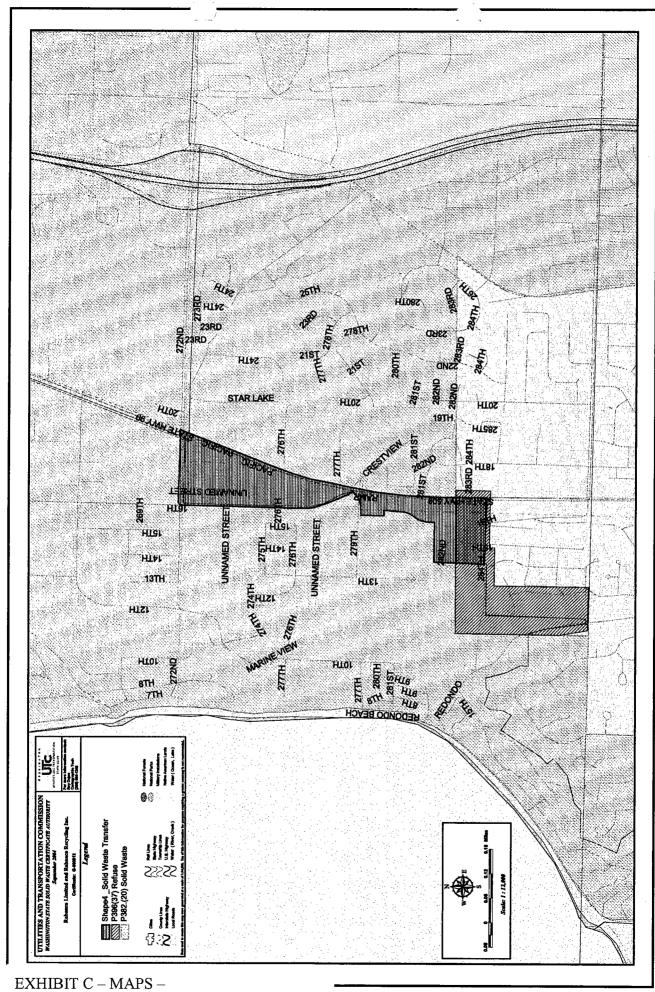


South of 272<sup>nd</sup>

PID 20(382) Solid Waste Service Area

Excluding the following areas: Area for transfer and relinquishment

**Shape 4** Solid Waste Collection Service Commencing at the intersection of S. 272<sup>nd</sup> St. and 16<sup>th</sup> Ave. S.; thence east along S. 272<sup>nd</sup> St. to SR-99; thence south along SR-99 to its intersection with S. 284<sup>th</sup> St. extended east; thence west along S. 284<sup>th</sup> St. extended east to its intersection with the Des Moines city limits; thence following the Des Moines city limits northerly and easterly in a clockwise direction to its intersection with 16<sup>th</sup> Ave. S.; thence north along 16<sup>th</sup> Ave. S. to its intersection with S. 272<sup>nd</sup> St., the point of beginning.



#### Schedule 3A - Comparative Balance Sheet- Total Company

Instructions: Complete this Balance Sheet in accordance with the beginning and end-of-year ledger figures as reflected in your books of account.

Line No.	Account Name	Balance at Beginning of Year	Balance at End of Year
	(a)	(ь)	(c)
	Current Assets:		
1	Cash & Working Funds	\$ 546,168	\$ 79,316
2	Special Deposits	<del></del>	4 17,510
3	Temporary Cash Investments		
4	Notes Receivable	18,078,439	17,512,099
5	Receivables from Affiliated Companies	95,940,777	92,964,297
6	Accounts Receivable	29,209,903	27,522,014
7	less: Allowance for Uncollectables	(1,124,891)	(1,120,205)
8	Net Accounts Receivable	28,085,012	26,401,809
9	Prepayments	1,205,059	1,523,892
10	Material & Supplies	684,325	
11	Other Current Assets	001/01/0	594,197
12	Total Current Assets:	\$ 144,539,780	\$ 139,075,610
	Tangible Property:		
13	Solid Waste Operating Property (Sched. 3C, Line 13)	\$ 236,194,301	\$ 263,332,302
14	less: Accumulated Depreciation (Sched. 3C, Line 25)	(134,179,156)	(144,192,040)
15	Net Solid Waste Operating Property	102,015,145	119,140,262
16	Non-Operating Property		117,140,202
17	less: Accumulated Depreciation		<del></del>
18	Net Non-Operating Property		
19	Total Net Tangible Property	\$ 102,015,145	\$ 119,140,262
	Intangible Property:		
20	Organization, Franchises, & Permits	\$ -	\$ ~
21	Accumulated Amortization - Cr.		Ψ
22	Other Intangible Property	4,764,578	4 77 ( 4 F770
23	Accumulated Amortization - Cr.	(2,828,194)	4,764,578
24	Total Net Intangible Property	\$ 1,936,384	(3,435,797) \$ 1,328,781
	Other Assets & Deferred Items:		
25	Investments & Advances		
26	Undistributed Earnings from Subsidiaries		
	Deferred Debits	2,172,809	1 107 00 1
28	Other Assets	6,124,381	1,427,834
9	Total Other Assets & Deferred Items		6,147,877
		\$ 8,297,190	\$ 7,575,711
0	Total Assets (Lines 12, 19, 24, & 29)	\$ 256,788,499	\$ 267,120,364

#### Schedule 3B - Comparative Balance Sheet- Total Company

Instructions: Complete this Balance Sheet in accordance with the beginning and end-of-year ledger figures as reflected in your books of account.

Line No.	Account Names	Balance at Beginning	Balance at End
	(a)	of Year (b)	of Year (c)
	C. ALLEN	ν,	(C)
	Current Liabilities:		
1	Notes Payable	\$ 122,395	\$ -
2	Payables to Affiliated Companies		
3	Accounts Payable	11,470,852	10,132,507
4	Salaries & Wages Payable	3,342,456	2,469,559
5	Accrued Taxes	309,332	2,272,329
6	Current Portion of Long Term Debt (Equip. & Other)	7,156	23,307
7	Other Current Liabilities	1,543,528	4,558,042
8	Total Current Liabilities	\$ 16,795,719	\$ 19,455,744
	Long Term Debt Due After 1 Year:		
9	Equipment Obligations	\$ -	\$ -
10	Other Long Term Debt	7,079,732	
11	Unamortized Premium/Discount on Debt - (net)	1,017,102	6,437,043
12	Total Long Term Debt Due After 1 Year	\$ 7,079,732	\$ 6,437,043
	Deferred Credits & Other Items:		
13	Deferred Credits	\$ 12,342,334	<b># #</b> 004 000
14	Other Credits	12,072,007	\$ 5,986,839
15	Total Deferred & Other Credits	\$ 12,342,334	£ 5.000,000
16	Total Liabilities (Lines 8, 12, & 15)	\$ 36,217,785	\$ 5,986,839 \$ 31,879,626
	Shareholder's & Proprietor's Equity:	-	
17	Capital Stock:		
18	Capital Stock	¢.	•
19	Paid in Capital in Excess of Par	\$	\$
20	Other Capital	<del></del>	-
21	Total Capital Stock	\$ -	\$ -
22	Proprietor's Capital:		
23	Sole Proprietor's Capital		
24	Partnership Capital	•	
25	Total Proprietor's Capital	\$ -	\$ -
26	Retained Earnings		
27	Total Equity (Lines 21 & 26, or 25)	\$ 220,570,714	\$ 235,240,738
	• • •	\$ 220,570,714	\$ 235,240,738
28	Total Liabilities & Equity (Lines 16 & 27)	\$ 256,788,499	\$ 267,120,364

Schedule 3C: Total Company Solid Waste Operating Property

Instructions: Classify regulated and non-regulated fixed assets and reserves in your books of account, including those related to disposal and transfer station facilities, into the below-listed categories. Non-operating related items should be excluded from this schedule and instead shown in total in Schedule 3A, Lines 16-18.

Line No.	Acct.	Fixed Assets(b)	Balance at Beginning of Year (c)	Balance at at Close of Year (d)
1	1211	Land	\$ 2,997,171	\$ 2,777,846
2	1212	Structures	13,174,266	13,365,324
3	1222	Solid Waste Collection Equipment	75,816,893	82,636,711
4	1224	Bins, Containers, Toters, Drop Boxes, etc.	44,368,949	54,105,823
5	1226	Disposal/ Landfill/ Transfer Station		
6		Facilities and Equipment	89,582,882	100,279,854
7	1230	Service Cars & Equipment	2,502,185	2,725,782
8	1240	Shop & Garage Equipment	2,462,908	2,678,657
9	1250	Office Furniture & Fixtures	2,452,882	2,450,869
10	1270	Leasehold Improvements		
11	1280	Other Solid Waste Operating Property	2,836,165	2,311,436
12		Total	\$ 236,194,301	\$ 263,332,302
Line No.	Acct.	Accumulated Depreciation	Balance at Beginning of Year	Balance at at Close of Year
		(a)	(b)	(c)
13	1213	Structures	\$ (3,447,609)	\$ (3,823,876)
14	1223	Solid Waste Collection Equipment	(47,087,681)	(52,865,229)
15	1225	Bins, Containers, Toters, Drop Boxes, etc.	(23,421,141)	(27,262,115)
16	1227	Disposal/ Landfill/ Transfer Station		
17		Facilities and Equipment	(52,807,694)	(52,050,972)
18	1231	Service Cars & Equipment	(1,467,405)	(1,998,798)
19	1241	Shop & Garage Equipment	(1,747,124)	(2,024,319)
20	1251	Office Furniture & Fixtures	(1,724,264)	(1,929,968)
21	1271	Leasehold Improvements	(1,620,053)	(2,008,308)
22	1281	Other Solid Waste Operating Property	(856,184)	(228,455)
23		Total	\$ (134,179,156)	\$ (144,192,040)

#### Schedule 5 - Income Statement

Instructions: Complete this Total Company Income Statement in accordance with the year-end accumulated figures as reflected in your books of account.

Line	Account		То	tal Company
	(a)			(b)
	Revenues:			
1	Solid Waste Operating Revenues (Line 12d, Schedule 6A)		\$	243,808,933
2	Other			57,271,941
3	Total Revenue		\$	301,080,874
	Expenses:			<del></del>
4	Driver Wages & Benefits		\$	60,418,513
5	Truck Operating Costs		<del>-</del>	6,231,568
6	Repair & Maintenance			11,226,027
7	Insurance & Safety			2,648,494
8	Disposal & Processing			104,891,622
9	Depreciation			14,589,868
10	Selling & Advertising			1,661,980
11	Office & Administration			9,663,360
12	Management Fees			7,383,134
13	Taxes & Licenses			4,349,760
14	Rents			1,968,385
15	Other Expenses			53,703,163
16	Total Expenses before Other Items	(add lines 4 thru 15)	\$	278,735,874
17	Net Income before Other Items	(line 3 minus line 16)	\$	22,345,000
	Other Income & Expense	,		
18	Other Income/ (Loss)		\$	203,495
19	Interest, Dividends, & Other Investment Income/ (Loss)		<del>-</del>	29,554
20	Distrib./Undistrib. Income/ (Loss) from Subsidiaries			27,004
21	Interest Expense			(8,782)
22	Other Deductions			(0,702)
23	Extraordinary Items (Net)			<del></del>
24	Total Other Income & Expense	(add lines 18 thru 23)	\$	224,267
25	Net Income before Federal Income Taxes	(line 17 & line 24)	\$	22,569,267
26	Federal Income Taxes		-T	7,899,243
27	Net Income/ (Loss)	(line 25 minus line 26)	\$	14,670,024

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
SUPRT		000000395436	95 GMC CLUB COUP	600944	2GTEC19Z1S1504214	1
SUPRT		000000395895	90 CHEV S2500	600941	IGCGC24K9LE120593	1
SUPRT		000000406630	1999 FORD F45 UTIL FB TRK	631007	1FDXF46F7XEE89439	1
SUPRT		000000406631	TFFW	631007	1FDXF46F7XEE89439	1
SUPRT	230	000000411517	2000 FORD F150 PU	603412	2FTZF1724YCA26723	1
SUPRT	230	000000411518	TFFW 2000 FORD F150 PU	603412	2FTZF1724YCA26723	1
SUPRT	120	000000417422	2000 FORD F-150 SUPPORT T	604775	2FTZF1722YCB15870	1
SUPRT	120	000000417423	TFFW 2000 FORD F-150 SUPT	604775	2FTZF1722YCB15870	1
SUPRT		000000417625	FORD F150 P/U	603670	1FTRX18WXYNA77815	1
SUPRT	190	000000417701	FORD F150 PU	605206	1FTRX18W41NB80492	1
SUPRT	190	000000417702	TFFW	605206	1FTRX18W41NB80492	1
SUPRT	190	000000459655	01 FORD F450 DELIVERY TRUCK	631743	1FDXF46F21EC77961	1 、
SUPRT	190	000000463779	BODY FOR 01 FORD F450 PU	631743	1FDXF46F21EC77961	1 1
TRUCK	190	000000396191	1991 FWD	260168	1F9R428A5MCFT1015	1
TRUCK	190	000000396192	ENGINE FWD #263 FROM DENV	260168	1F9R428A5MCFT1015	1
TRUCK	220	000000396194	95 FWD/HEIL WMS TRUCK #26	260164	1F9R428AXSCFT1072	1
TRUCK	220	000000396196	CHASSIS WHITE GMC FEL #20	260144	4V5HCFBE9TR730236	1
TRUCK	220	000000396197	HEIL BODY FEL #204	260144	4V5HCFBE9TR730236	1
TRUCK	220	000000396198	AUTOCAN ASSEMBLY & JOYSTI	260144	4V5HCFBE9TR730236	1
TRUCK	120	000000396202	65-JOHNSON 8640 MOBILE RA	200639	4V5DCFBE1VR733178	65
TRUCK	120	000000396203	5-JOHNSON PORTABLE RADIOS	260153	4V2HCFMD7PN654322	5
TRUCK	260	000000396204	GMC 1996 CHASIS	400616	4V2JCBBE4SR846692	1
TRUCK	260	000000396205	BODY W/HOIST & TARPER	400616	95093146	1 1
TRUCK	260	000000396206	PUP TRAILER, G&H MODEL 17	730084	1G9PT3329TA116001	1
TRUCK	190	000000396240	DETACHABLE CONTAINER BOX	260155	1F9R428A5PCFT1150	1
TRUCK	120	000000396290	1988 CHEV PAL	630090	1GBJR34J9JJ131782	1
TRUCK	120	000000396300	1991 VOLVO-WHTSN# 4V2DCFM	200643	4V2DCFMD3MN642453	1
TRUCK	120	000000396301	HEIL HALF PACKSN #HHP-365	200643	4V2DCFMD3MN642453	1
TRUCK	160	000000396302	92 VOLVO-WHT	200644	4V2DCFMD1MN643133	1
TRUCK	120	000000396305	VOLVO-WHITE F/L S/N 6543	260153	4V2HCFMD7PN654322	1
TRUCK	120	000000396306	HEIL HALF-PACK BODY S/N H	260153	4V2HCFMD7PN654322	1
TRUCK	190	000000396307	1993 WHITE CHASSIS S/N 6	260154	4V2HCFMD4PN665679	1
TRUCK	190	000000396308	1993 HEIL BODY S/N 66567	260154	4V2HCFMD4PN665679	1
TRUCK	190	000000396309	MOBILE RADIO: 8640 LTR -	260154	4V2HCFMD4PN665679	1
TRUCK	190	000000396310	HEIL HALF-PACK BODY S/N H	260154	4V2HCFMD4PN665679	1
TRUCK	190	000000396311	1993 FWD CHASSIS S/N 132	260147	1F9R428A7PCFT1148	1
TRUCK	190	000000396312	1993 HEIL BODY S/N 13232	260147	1F9R428A7PCFT1148	1
TRUCK	190	000000396313	1993 FWD CHASSIS	260155	1F9R428A5PCFT1150	1
TRUCK	190	000000396314	1993 HEIL BODY S/N 13233	260155	1F9R428A5PCFT1150	1
TRUCK	190	000000396315	CART DUMPTER: BAYNE THIN	260155	1F9R428A5PCFT1150	1
TRUCK	190	000000396316	1993 FWD CHASSIS	260156	1F9R428A2PCFT1154	1
TRUCK	190	000000396317	1993 HEIL BODY S/N 13234	260156	1F9R428A2PCFT1154	1
TRUCK	190	000000396318	1-JOHNSON 8640MOBILE RADI	260156	1F9R428A2PCFT1154	1
TRUCK		000000396319	DETACHABLE CONTAINER BOX	260156	1F9R428A2PCFT1154	1
TRUCK		000000396320	CART DUMPER: BAYNE THINL	260156	1F9R428A2PCFT1154	1
TRUCK	190	000000396321	1993 FWD CHASSIS	260157	1F9R428A4PCFT1172	1
TRUCK			1993 HEIL BODY S/N 13236	260157	1F9R428A4PCFT1172	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	190	000000396323	1 - JOHNSON 8640 MOBILE P	260157	1F9R428A4PCFT1172	1
TRUCK	190	000000396324	DETACHABLE CONTAINER BOX	260157	1F9R428A4PCFT1172	1
TRUCK	190	000000396325	CART DUMPER: BAYNE THINL	260157	1F9R428A4PCFT1172	1
TRUCK	190	000000396326	1993 FWD CHASSIS	260158	1F9R428A5PCFT1178	1
TRUCK	190	000000396327	1993 HEIL BODY S/N 13238	260158	1F9R428A5PCFT1178	1
TRUCK	190	000000396328	1 - JOHNSON 8640 MOBILE R	260158	1F9R428A5PCFT1178	1
TRUCK	190	000000396329	DETACHABLE CONTAINER BOX	260158	1F9R428A5PCFT1178	1
TRUCK	190	000000396330	CART DUMPER: BAYNE THINL	260158	1F9R428A5PCFT1178	1
TRUCK	160	000000396331	'94 WHITE CHASSIS	200645	4V2DCFMD2RN678018	1
TRUCK	160	000000396332	1994 HEIL BODY S/N 67801	200645	4V2DCFMD2RN678018	1
TRUCK	160	000000396333	1 - JOHNSON 8640 MOBILE R	200645	4V2DCFMD2RN678018	1
TRUCK	160	000000396334	DETACHABLE CONTAINER BOX	200645	4V2DCFMD2RN678018	1
TRUCK	160	000000396335	CART DUMPER: BAYNE THIN	200645	4V2DCFMD2RN678018	1
TRUCK	230	000000396340	1995 WHITE/GMC CHASSIS S/	500185	4V2HAEHDXSR708546	1
TRUCK	230	000000396341	1995 DEMPSTER BODY S/N 70	500185	4V2HAEHDXSR708546	1
TRUCK	230	000000396342	LTR MOBILE RADIO S/N 3792	500185	4V2HAEHDXSR708546	1
TRUCK	230	000000396343	YMX7RVAM CAMERCA KIT	500185	4V2HAEHDXSR708546	1
TRUCK	230	000000396344	1995 WHITE GMC CHASSIS S/	500194	4V2HAEHO1SSR708547	1
TRUCK	230	000000396345	1995 DEMPSTER BODY S/N 70	500194	4V2HAEHO1SSR708547	1
TRUCK	230	000000396346	LTR MOBILE RADIO S/N 3787	500194	4V2HAEHO1SSR708547	1
TRUCK	230	000000396347	YMX7RVAM CAMERA KIT	500194	4V2HAEHO1SSR708547	1
TRUCK	260	000000396543	88 PETERBILT VIN #59765	400617	1XPALA9X8JD259765	1
TRUCK	260	000000396544	CAP VEHICLE REPAIR UNIT #	400617	1XPALA9X8JD259765	1
TRUCK	260	000000396545	TARPER - PIONEER	400617	1XPALA9X8JD259765	1
TRUCK	260	000000396546	88 PETERBILT VIN #29767	400612	1XPALA9X1JD259767	1
TRUCK	260	000000396547	TARPER - PIONEER	400612	1XPALA9X1JD259767	1
TRUCK	260	000000396548	88 PETERBILT VIN #59768	400620	1XPALA9X3JD259768	1
TRUCK	260	000000396549	CAPITAL. VEHICLE REPAIR -	400620	1XPALA9X3JD259768	. 1
TRUCK	230	000000396555	1994 VOLVO/WHT 668019	500183	4V2HAEHC4RN668019	1
TRUCK	230	000000396556	LTR MOBILE RADIO S/N 6680	500183	4V2HAEHC4RN668019	1
TRUCK	230	000000396557	SONY VIDEO CAMERA & MON S	500183	4V2HAEHC4RN668019	1
TRUCK	230	000000396558	1994 HEIL HALF PACK S/N 6	500183	4V2HAEHC4RN668019	1
TRUCK	260	000000396614	1995 WHITE GMC CHASSIS S/	400615	4V2JCBBE2SR846691	1
TRUCK	260	000000396615	1995 DYNO BODY G&H MFG S/	400615	4V2JCBBE2SR846691	1
TRUCK	230	000000396628	CAMERA KITS (2)	500180	4V2HAEHC0RN678000	2
TRUCK	230	000000396635	1994 VOLVO/WHT CHASSIS S/	500180	4V2HAEHC0RN678000	1
TRUCK	230	000000396636	1994 HEIL PAF PACK S/N 67	500180	4V2HAEHC0RN678000	1
TRUCK	230	000000396637	1994 VOLVO/WHT CHASSIS S/	500181	4V2HAEHC2RN678001	1
TRUCK	230	000000396638	1994 HEIL HALF PACK S/N 6	500181	4V2HAEHC2RN678001	1
TRUCK	230	000000396639	1994 VOLVO/WHT CHASSIS S/	500182	4V2HAEHC4RN678002	1
TRUCK	230	000000396640	1994 HEIL HALF PACK S/N 6	500182	4V2HAEHC4RN678002	1
TRUCK	190	000000396671	1994 FWD CHASSIS S/N 1F9R	260159	1F9R428A3RCFT1098	1
TRUCK	190	000000396672	SONY VIDEO CAMERA & MONIT	260159	1F9R428A3RCFT1098	1
TRUCK	190	000000396673	FRONT CONTAINER BAYNE S/N	260159	1F9R428A3RCFT1098	1
TRUCK	190	000000396674	DETACHABLE CONTAINER BOX	260159	1F9R428A3RCFT1098	1
TRUCK	190	000000396675	1994 HEIL BODY S/N 1098	260159	1F9R428A3RCFT1098	1
TRUCK	190	000000396676	1994 FWD CHASSIS S/N 1F9R	260167	1F9R428A0SCFT1002	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	190	000000396677	SONY VIDEO CAMERA & MONIT	260167	1F9R428A0SCFT1002	1
TRUCK	190	000000396678	FRONT CONTAINER S/N 4134	260167	1F9R428A0SCFT1002	1
TRUCK	190	000000396679	DETACHABLE CONTAINER BOX	260167	1F9R428A0SCFT1002	1
TRUCK	190	000000396680	1994 HEIL BODY S/N 1002	260167	1F9R428A0SCFT1002	1
TRUCK	190	000000396681	LTR MOBILE RADIO S/N 6780	260167	1F9R428A0SCFT1002	1
TRUCK	190	000000396682	1994 FWD CHASSIS S/N 1F9R	260160	1F9R428A2SCFT1003	1
TRUCK	190	000000396683	LTR MOBILE RADIO S/N 1003	260160	1F9R428A2SCFT1003	1
TRUCK	190	000000396684	SONY VIDEO CAMERA & MONIT	260160	1F9R428A2SCFT1003	1
TRUCK	190	000000396685	FRONT CONTAINER S/N 4133	260160	1F9R428A2SCFT1003	1
TRUCK	190	000000396686	1994 HEIL BODY S/N 1003	260160	1F9R428A2SCFT1003	1
TRUCK	190	000000396687	DETACHABLE CONTAINER BOX	260160	1F9R428A2SCFT1003	1
TRUCK	190	000000396688	1994 FWD CHASSIS S/N 1F9R	260161	1F9R428A4SCFT1004	1
TRUCK	190	000000396689	LTR MOBILE RADIO S/N 1004	260161	1F9R428A4SCFT1004	1
TRUCK	190	000000396690	SONY VIDEO CAMERA & MONIT	260161	1F9R428A4SCFT1004	1
TRUCK	190	000000396691	FRONT CONTAINER S/N 4135	260161	1F9R428A4SCFT1004	1
TRUCK	190	000000396692	1994 HEIL BODY S/N 1004	260161	1F9R428A4SCFT1004	1
TRUCK	190	000000396693	DETACHABLE CONTAINER BOX	260161	1F9R428A4SCFT1004	1
TRUCK	260	000000396694	1994 VOLV/AMREP	406734	4V1JDBJF1SN842229	1
TRUCK	260	000000396695	LTR MOBILE RADIO S/N 6969	406734	4V1JDBJF1SN842229	1
TRUCK	260	000000396696	SONY VIDEO CAMERA & MONIT	406734	4V1JDBJF1SN842229	1
TRUCK	260	000000396697	FRONT CONTAINER S/N 4139	406734	4V1JDBJF1SN842229	1
TRUCK	260	000000396698	1994 HEIL HALF PACK S/N 6	406734	4V1JDBJF1SN842229	1
TRUCK	260	000000396699	1994 VOLVO/AMREP	406733	4V1JDBJF7RR824711	1
TRUCK	260	000000396700	LTR MOBILE RADIO S/N 6969	406733	4V1JDBJF7RR824711	1
TRUCK	260	000000396701	SONY VIDEO CAMERA & MONIT	406733	4V1JDBJF7RR824711	1
TRUCK	260	000000396702	FRONT CONTAINER S/N 175	406733	4V1JDBJF7RR824711	1
TRUCK	260	000000396703	1994 HEIL HALF PACK S/N 6	406733	4V1JDBJF7RR824711	1
TRUCK	260	000000396741	VOLVO-WHT	400614	4V2JCBME2MN639340	1
TRUCK	260	000000396742	G&H ROLL-OFF BODY SN 9007	400614	4V2JCBME6MN639340	1
TRUCK	260	000000396743	TARPER - PIONEER	400614	4V2JCBME2MN639340	1
TRUCK	120	000000396749	90 FORD F350	670204	2FDLF47M7LCA33839	1
TRUCK		000000396750	TIRE TRUCK BODY S/N 25140	670204	2FDLF47M7LCA33839	1
TRUCK	190	000000396752	FWD/AMER CHASIS VN#1F9RL2	260150	1F9RL28AXMCFT1143	1
TRUCK	190	000000396753	LM WASTE TIPPER CONTAINER	260150	1F9RL28AXMCFT1143	1
TRUCK	190	000000396754	BAYNE UNIVERSAL DUMPER SN	260150	1F9RL28AXMCFT1143	1
TRUCK	190	000000396755	HEIL WMS BODY CONTAINER S	260150	1F9RL28AXMCFT1143	1
TRUCK	190	000000396756	HEIL BODY SN# 91-00-92	260150	1F9RL28AXMCFT1143	1
TRUCK	190	000000396757	FWD/AMER CHASIS VN#1F9RL2	260151	1F9RL28A5MCFT1146	1
TRUCK	190	000000396758	LM WASTE TIPPER CONTAINER	260151	1F9RL28A5MCFT1146	1
TRUCK	190	000000396759	BAYNE UNIVERSAL DUMPER SN	260151	1F9RL28A5MCFT1146	1
TRUCK		000000396760	HEIL WMS BODY CONTAINER S	260151	1F9RL28A5MCFT1146	1
TRUCK			HEIL BODY SN#91-00-93	260151	1F9RL28A5MCFT1146	1
TRUCK			FWD/AMER CHASIS VN#1F9RL2	260148	1F9RL28A6MCFT1138	1
TRUCK	190	000000396763	LM WASTE TIPPER CONTAINER	260148	1F9RL28A6MCFT1138	1
TRUCK	190	000000396764	BAYNE UNIVERSAL DUMPER SN	260148	1F9RL28A6MCFT1138	1 1
TRUCK		000000396765	HEIL WMS BODY CONTAINER S	260148	1F9RL28A6MCFT1138	1
TRUCK			HEIL BODY SN# 91-00-90	260148	1F9RL28A6MCFT1138	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	190	000000396767	FWD/AMER CHASIS VN#1F9RL2	260149	1F9RL28A8MCFT1142	1
TRUCK	190	000000396768	LM WASTE TIPPER CONTAINER	260149	1F9RL28A8MCFT1142	1
TRUCK	190	000000396769	BAYNE UNIVERSAL DUMPER SN	260149	1F9RL28A8MCFT1142	1
TRUCK	190	000000396770	HEIL WMS BODY CONTAINER S	260149	1F9RL28A8MCFT1142	1
TRUCK	190	000000396771	HEIL BODY SN# 91-00-91	260149	1F9RL28A8MCFT1142	1
TRUCK	190	000000396773	CAM KITS (5) - RESID. TRU	260151	1F9RL28A5MCFT1146	5
TRUCK	190	000000396774	CAM KITS (19) - HAULING	260150	1F9RL28AXMCFT1143	19
TRUCK	230	000000396789	1991 VOLVO WHT SN# 643515	500190	4V2HAENC8MU643515	1
TRUCK	230	000000396790	1991 DEMPSTER SN# 643515	500190	4V2HAENC8MU643515	1
TRUCK	230	000000396794	CAM KITS (11) - RECYCLE T	500181	4V2HAEHC2RN678001	11
TRUCK	220	000000396822	1996 VOLVO WITH HEIL BODY	260143	4V5HCFBE2TR717621	1
TRUCK	220	000000396823	VIDEO CAMERA KIT	260143	4V5HCFBE2TR717621	1
TRUCK	220	000000396824	3YD CARRY CAN	260143	4V5HCFBE2TR717621	1
TRUCK	190	000000396837	95 FWD/HEIL WMS TRUCK #26	260163	1F9R428AXSCFT1069	1
TRUCK	220	000000396838	1997 WHITE - 266S	260165	4VMHCMBE3VR740742	1
TRUCK	220	000000396839	1998 WHITE - 267S	260169	4VMHCMBE5VR740743	1
TRUCK	120	000000396880	AUTOCAN TOP LEVEL	260165	4VMHCMBE3VR740742	2
TRUCK	190	000000396893	1998 VOLVO/WHT F/L-269	260171	4VMHCMBE0WN749228	1
TRUCK	190	000000396894	USE TAX UNIT #269	260171	4VMHCMBE0WN749228	1
TRUCK	220	000000396927	BAYNE CARRY CAN	260172	4VMHCMHE4XN760094	2
TRUCK	220	000000396928	1999 VOLVO F/L W/ HEIL BO	260172	4VMHCMHE4XN760094	1
TRUCK	220	000000396929	LICENSING UNIT #367	260172	4VMHCMHE4XN760094	1
TRUCK	220	000000396930	FREIGHT ON UNIT #367	260172	4VMHCMHE4XN760094	1
TRUCK	220	000000396931	LICENCING UNIT #273	260174	4VMHCMBE1XN765312	1
TRUCK	220	000000396932	1998 VOLVO XPEDITOR	260174	4VMHCMBE1XN765312	1
TRUCK	220	000000396933	F/L BODY UNIT #273	260174	4VMHCMBE1XN765312	1
TRUCK	220	000000396934	BAYNE CARRY CAN	260174	4VMHCMBE1XN765312	1
TRUCK	220	000000396935	F/L BODY FOR UNIT #272	260173	4VMHCMBEXXN765311	1
TRUCK	220	000000396936	LICENSING UNIT #272	260173	4VMHCMBEXXN765311	1
TRUCK	220	000000396937	1998 VOLVO XPEDITOR	260173	4VMHCMBEXXN765311	1
TRUCK	120	000000396948	G&H MODEL 8000 CONT/BODY	630089	1HTLDTVN1GHA30326	1
TRUCK	120	000000396960	97 WHITE WM64/HEIL 28 YD	200639	4V5DCFBE1VR733178	1
TRUCK	120	000000396961	SONY VIDEO CAMERA & MONIT	200639	4V5DCFBE1VR733178	1
TRUCK	190	000000396981	'95 FWD F/L TRUCK	260146	1F9R428A9SCFT1063	1
TRUCK	190	000000396982	LTR MOBILE RADIO S/N 6780	260146	1F9R428A9SCFT1063	1
TRUCK	190	000000396983	'95 F/L TRUCK	260145	1F9R428A7SCFT1062	1
TRUCK	190	000000396984	LTR MOBILE RADIO S/N 6780	260145	1F9R428A7SCFT1062	1
TRUCK	190	000000396992	1995 FWD/HEIL WMS S/N 102	260166	1F9R428A1SCFT1025	1
TRUCK	190	000000396993	VIDEO CAMERAS - OMNI IND	260166	1F9R428A1SCFT1025	1
TRUCK	120	000000406608	99 VOLVO WX64	201676	4VMDCMPF3XN768695	1
TRUCK	120	000000406609	EXEMPT	201676	4VMDCMPF3XN768695	1
TRUCK	120	000000406610	TFFW 99 VOLVO #768695	201676	4VMDCMPF3XN768695	1
TRUCK	260	000000406611	1992 REFURB WHITE R/O TRU	404388	4V1VDBME0NN653080	1
TRUCK	260	000000406612	TFFW	404388	4V1VDBME0NN653080	1
TRUCK	260	000000406613	TFFW	404388	4V1VDBME0NN653080	1
TRUCK	260	000000406614	TARPER	404388	4V1VDBME0NN653080	1
TRUCK	260	000000406615	1992 REFURB WHITE R/O TRU	404387	4V1VDBME6NN645713	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	260	000000406616	TFFW	404387	4V1VDBME6NN645713	1
TRUCK	260	000000406617	TFFW	404387	4V1VDBME6NN645713	1
TRUCK		000000406632	LIFT GATE ADD ON UNIT #63	631007	1FDXF46F7XEE89439	1
TRUCK	160	000000406637	99 VOLVO WXLL64	203361	4VMHCMHE5XN764493	1
TRUCK	160	000000406638	EXEMPT	203361	4VMHCMHE5XN764493	1
TRUCK	160	000000406639	EXEMPT	203361	4VMHCMHE5XN764493	1
TRUCK	120	000000408924	1999 INT'L	902101	1HTSCAAN4XH646415	1
TRUCK	120	000000408925	TFFW	902101	1HTSCAAN4XH646415	1
TRUCK	260	000000409959	99 FL112 FREIGHTLINER	400621	1FVXTMDB9XHA44266	1
TRUCK	260	000000409960	TFFW	400621	1FVXTMDB9XHA44266	1
TRUCK	260	000000409961	ADDITIONAL G&H BODY COST	400621	1FVXTMDB9XHA44266	1
TRUCK	260	000000409962	TFFW	400621	1FVXTMDB9XHA44266	1
TRUCK	260	000000409963	FTTW USE TAX 1724	400621	1FVXTMDB9XHA44266	1
TRUCK	260	000000409964	TARPER	400621	1FVXTMDB9XHA44266	1
TRUCK	220	000000409965	2000 VOLVO WXLL64	204519	4V2HC2UE6YN253315	1
TRUCK	220	000000409966	TFFW	204519	4V2HC2UE6YN253315	1
TRUCK	220	000000409967	TFFW 2000 VOLVO #253315	204519	4V2HC2UE6YN253315	1
TRUCK	260	000000410001	94 VOLVO R/O TRUCK	401435	4V1JDBPF8RR828371	1
TRUCK	260	000000410002	TFFW 94 VOLVO R/O TRUCK	401435	4V1JDBPF8RR828371	1
TRUCK	260	000000410003		401435	4V1JDBPF8RR828371	1
TRUCK	260	000000410004	TOP CHANNELS TO RAILS	401435	4V1JDBPF8RR828371	1
TRUCK	260	000000410005	TFFW TOP CHANNELS TO RAIL	401435	4V1JDBPF8RR828371	1
TRUCK	260	000000410006	ADDITIONS TO R/O TRUCK	401435	4V1JDBPF8RR828371	1
TRUCK	260	000000410007	TFFW ADDITIONS TO R/O TRU	401435	4V1JDBPF8RR828371	1
TRUCK	230	000000410905	CAB & CHASSIS	506432	4V2HAEND2MU507552	1
TRUCK	230	000000410906	ADD-ONS	506432	4V2HAEND2MU507552	1
TRUCK	230	000000411579	CAB & CHASSIS	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411580	ADD-ONS	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411581	33 CU YD SIDELOADER	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411582	TFFW 33 CU YD SIDELOADER	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411583	TFFW CAB & CHASSIS	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411584	REAR VIEW MONITOR	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411585	TFFW REAR VIEW MONITOR	506430	4V2HAEND4MU507536	1
TRUCK	230	000000411586	33 CU YD SIDELOADER UNIT	506432	4V2HAEND2MU507552	1
TRUCK	230	000000411587	TFFW 33 CU YD SIDELOADER	506432	4V2HAEND2MU507552	1
TRUCK	120	000000411696	99 VOLVO WX64 FL	205357	4VMDCMUE9XN791863	1
TRUCK	120	000000411697	TFFW 99 VOLVO WX64 FL	205357	4VMDCMUE9XN791863	1
TRUCK	120	000000411698	TFFW 99 VOLVO WX64 FL	205357	4VMDCMUE9XN791863	1
TRUCK	260	000000411722	1994 VOLVO RECONDITIONED	406851	4V1JDBPE1SR835725	1
TRUCK	260	000000411723	TFFW RECNDITND R/O TRUCK	406851	4V1JDBPE1SR835725	1
TRUCK	260	000000411724	ADDITIONAL EQUIP	406851	4V1JDBPE1SR835725	1
TRUCK	260	000000411725	R/O TRUCK HOIST	406851	4V1JDBPE1SR835725	1
TRUCK	260	000000417397	95 R/O TRUCK	408217	4V1JDBPE4SR835718	1
TRUCK	260	000000417398	TAX ON TRUCK	408217	4V1JDBPE4SR835718	1
TRUCK	190	000000417584	1994 FWD CHASSIS S/N 1010	260162	1F9R428AXSCFT1010	1
TRUCK	190	000000417585	1994 HEIL PACKER 2 S/N 10	260162	1F9R428AXSCFT1010	1
TRUCK	190	000000417586	ADD ROYALTY TO HEIL HALD	260162	1F9R428AXSCFT1010	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	190	000000417587	LTR MOBILE RADIO S/N 1010	260162	1F9R428AXSCFT1010	1
TRUCK	190	000000417588	SONY VIDEO CAMERA & MONIT	260162	1F9R428AXSCFT1010	1
TRUCK	190	000000417589	FRONT CONTAINER S/N 4138	260162	1F9R428AXSCFT1010	1
TRUCK	190	000000417590	DETACHABLE CONTAINER BOX	260162	1F9R428AXSCFT1010	1
TRUCK	190	000000417591	01 VOLVO WXLL64 FL	205411	4V2HC6UE71N306911	1
TRUCK	190	000000417592	TFFW 01 VOLVO WXLL64 FL	205411	4V2HC6UE71N306911	1
TRUCK	190	000000417593	TFFW 01 VOLVO WXLL64 FL	205411	4V2HC6UE71N306911	1
TRUCK		000000417674	TFFW GPS SYSTEM	260171	4VMHCMBE0WN749228	1
TRUCK		000000417675	GPS SYSTEM	260171	4VMHCMBE0WN749228	1
TRUCK	230	000000417676	01 VOVLO WXLL42 SL	101303	4V2H36HEX1N325026	1
TRUCK	230	000000417677	TFFW 01 VOVLO WXLL42 SL	101303	4V2H36HEX1N325026	1
TRUCK	230	000000417678	SALES TAX	101303	4V2H36HEX1N325026	1
TRUCK	230	000000417679	01 VOVLO WXLL42 SL	101304	4V2H36HE11N325027	1
TRUCK	230	000000417680	TFFW 01 VOVLO WXLL42 SL	101304	4V2H36HE11N325027	1
TRUCK	230	000000417681	SALES TAX	101304	4V2H36HE11N325027	1
TRUCK	230	000000417682	01 VOLVO WXLL42 SL	101305	4V2H36HE31N325028	1
TRUCK	230	000000417683	TFFW 01 VOLVO WXLL42 SL	101305	4V2H36HE31N325028	1
TRUCK	230	000000417684	SALES TAX	101305	4V2H36HE31N325028	1
TRUCK	190	000000418592	1998 VOLVO/WHT F/L - 268S	260170	4VMHCMBE9WN749227	1
TRUCK	190	000000418593	USE TAX UNIT #268	260170	4VMHCMBE9WN749227	1
TRUCK	120	000000458264	SALES TAX	206412	1FVMCFCY52RJ57037	1
TRUCK	120	000000458265	SALES TAX	206413	1FVMCFCY62RJ57046	1
TRUCK	120	000000458934	02 FREIGHT/WITTKE FL TRUCK	206412	1FVMCFCY52RJ57037	1
TRUCK	120	000000458937	02 FREIGHT/WITTKE FL TRUCK	206413	1FVMCFCY62RJ57046	1
TRUCK	230	000000459664	LITTER ASSEMBLY	506432	4V2HAEND2MU507552	1
TRUCK	230	000000459665	LIFTER ASSEMBLY	506430	4V2HAEND4MU507536	1
TRUCK	120	000000468232	SALES TAX	206540	1FVMCFCY52RK30228	1
TRUCK	120	000000470679	02 FREIGHT/WITTKE FL TRUCK	206541	1FVMCFCY32RK30227	1
TRUCK	120	000000470681	02 FREIGHT/WITTKE FL TRUCK	206540	1FVMCFCY52RK30228	1
TRUCK	120	000000474324	1998 TRANSCRAFT FLATBED	741685	1TTF48205W1055612	1
TRUCK	190	000000493778	SALES TAX	263641	1FVFCFCY23RL88830	1
TRUCK	200	000000503723	03 FREIGHT/WITTKE FL TRUCK	263641	1FVFCFCY23RL88830	1
TRUCK	220	000000507705	30YD AUTOMATED FEL CONT.	260172	4VMHCMHE4XN760094	1
TRUCK	230	000000511258	SALES TAX 102007	102009	1FVHCFCY73RL79436	1
TRUCK	230	000000511259	SALES TAX 102009	102009	1FVHCFCY73RL79436	1
TRUCK	230	000000511413	SALES TAX 102008	102008	1FVHCFCY53RL79435	1
TRUCK	230	000000512758	03 FREIGHTLINER/MCNEILUS ASL	102008	1FVHCFCY53RL79435	1
TRUCK	230	000000512896	SALES TAX # 101943	101943	1FVHCFCY13RM02385	1
TRUCK	230	000000512936	SALES USE TAX #102010	102010	1FVHCFCY93RL79437	1
TRUCK	230	000000513588	SALES TAX	102006	1FVHCFCY13RL79433	1
TRUCK	230	000000513589	SALES TAX	101942	1FVHCFCY73RM02391	1
TRUCK	230	000000514149	SALES/USED TAX	101823	1FVHCFCY43RM09380	1
TRUCK			03 FREIGHT/MCNEILUS SL TRUCK	101942	1FVHCFCY73RM02391	1
TRUCK	230	000000514929	03 FREIGHT/MCNEILUS SL TRUCK	102006	1FVHCFCY13RL79433	1
TRUCK	230		SALES TAX #101211	101824	1FVHCFCY63RM09381	1
TRUCK	190	· · · · · · · · · · · · · · · · · · ·	03 FREIGHT/MCNEILUS SL TRUCK	101823	1FVHCFCY43RM09380	1
TRUCK	190		03 FREIGHT/MCNEILUS SL TRUCK		1FVHCFCY63RM09381	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	230	000000515371	03 FREIGHT/MCNEILUS SL TRUCK	102007	1FVHCFCY33RL79434	1
TRUCK	230	000000515372	03 FREIGHT/MCNEILUS SL TRUCK	102009	1FVHCFCY73RL79436	1
TRUCK	230	000000515373	03 FREIGHT/MCNEILUS SL TRUCK	102010	1FVHCFCY93RL79437	1
TRUCK	190	000000515374	03 FREIGHT/MCNEILUS SL TRUCK	102011	1FVHCFCY13RL88553	1
TRUCK	230	000000515383	03 FREIGHT/MCNEILUS SL TRUCK	101943	1FVHCFCY13RM02385	1
TRUCK	190	000000515832	SALES TAX #101824	101824	1FVHCFCY63RM09381	1
TRUCK	190	000000520493	SALES TAX #102099	102099	1FVHCFCY43RL88563	1
TRUCK	190	000000521182	03 FREIGHT/MCNEILUS SL TRUCK	102099	1FVHCFCY43RL88563	1
TRUCK	190	000000521939	04 FREIGHT/MCNEILUS SL TRUCK	102100	1FVHCFCY34RM52187	1
TRUCK	190	000000522147	SALES TAX #102100	102100	1FVHCFCY34RM52187	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
SUPRT		000000395636	1998 CHEVY PICKUP	602477	1GCEC14W6WZ260618	1
SUPRT		000000395897	1992 DODGE SUPPORT VEHICL	602476	1B7KE26CXN5621023	1
SUPRT		000000401179	63 HM UTIL TRAILER #303	740776	WN601013022	1
SUPRT		000000401193	88 CHEV P/U #123	602354	1GCDC14K3JE127064	1
SUPRT		000000401306	FORD PICK UP TRUCK	604033	1FTZX1722YNA12858	1
SUPRT		000000401308	FORD SUPER CAB	604032	1FTZX1729YNA12856	1
SUPRT		000000401310	FORD TRUCK	604750	1FTZX17201NA40860	1
SUPRT		000000401314	FORD TRUCK	604031	1FTNF20L7YEB83812	1
SUPRT		000000401315	TFFW ON FORD TRUCK	604031	1FTNF20L7YEB83812	1
SUPRT	300	000000408631	FLATBED TRAILER	741369	4W8UF2428X1001382	1
SUPRT	300	000000408632	TFFW	741369	4W8UF2428X1001382	1
SUPRT	120	000000411709	FLATBED	672293	1HTSDAAMXTH386472	1
SUPRT	120	000000411710	TFFW - FLATBED	672293	1HTSDAAMXTH386472	1
SUPRT		000000413709	TFFW FORD PICKUP F150	604750	1FTZX17201NA40860	1
SUPRT	120	000000413719	CARGO VAN	631376	1FDE35F1YHB98798	1
SUPRT	120	000000413720	TFFW CARGO VAN	631376	1FDE35F1YHB98798	1
SUPRT		000000484061	2001 CHEVROLET SILVERADO 1500	604948	1GCEC19W21Z156354	1
TRUCK		000000384920	94 KEN TRACTOR	651323	1XKDP60X2RS621470	1
TRUCK	120	000000384921	94 KEN TRACTOR	651322	1XKDP60X6RS621469	1
TRUCK	300	000000391868	89 INTERNATIONAL TRACTOR	650743	1HSRDADR3KH652908	1
TRUCK		000000391884	1992 DODGE PICK UP	601763	1B7HE16Y2NS561495	1
TRUCK	120	000000391895	1999 FORD F450 SERVICE TR	631683	1FDDXF46FOXEB33866	1
TRUCK		000000391939	CAP REPAIR-COOLING SYSTEM	150562	4V2HCFMD1MN641139	1
TRUCK		000000391979	37-JOHNSON 8640 MOBILE RA	202109	4VMDCMHE9XN780419	36
TRUCK	120	000000391980	5-JOHNSON PORTABLE RADIOS	202110	4VMDCMHE5XN780420	5
TRUCK	220	000000391981	CART DUMPERS - WESTERN PE	408192	4V1JDBPF0RR830776	2
TRUCK		000000392305	TFFW BAYNE CARRY CAN	263384	SPARESXXXXXXXXXXX	
TRUCK		000000392354	1991 PEABODY/GALLION S/L		4V2HCFMD1MN641139	2
TRUCK		000000392355	1991 VOLVO/WHITE	150562	4V2HCFMD1MN641139	1
TRUCK		000000392356	1991 PEABODY/GALLION S/L	150562	4V2HCFMDXMN641141	
TRUCK		000000392357	1991 VOLVO/WHT		4V2HCFMDXMN641141	1
TRUCK		000000392397	1994 TRAILMOBILE TRAILERS	701218	1PT03DBW3R9007470	5
TRUCK		000000396184	1991 VOLVO		4V2HAENC2MN639583	5
TRUCK			99 VOLVO WX64		4VMDCMHE7XN780418	
TRUCK			EXEMPT 99 VOLVO WX64			1
TRUCK			LICENSE 99 VOLVO WX64		4VMDCMHE7XN780418	1
TRUCK		<del></del>	99 VOLVO WX64		4VMDCMHE7XN780418	1
TRUCK		000000401164			4VMDCMHE9XN780419	1
TRUCK			EXEMPT 99 VOLVO WX64		4VMDCMHE9XN780419	1
	<del></del>	000000401166	LICENSE 99 VOLVO WX64		4VMDCMHE9XN780419	1
TRUCK		000000401167	90 VOLVO WX64		4VMDCMHE5XN780420	1
TRUCK		000000401168	EXEMPT 90 VOLVO WX64	202110	4VMDCMHE5XN780420	1
TRUCK		000000401169	LICENSE 90 VOLVO WX64	202110	4VMDCMHE5XN780420	1
TRUCK			99 VOLVO WX64		4VMDCMHE7XN780421	1
TRUCK		000000401171	EXEMPT 99 VOLVO WX64		4VMDCMHE7XN780421	1
TRUCK		000000401172	LICENSE 99 VOLVO WX64		4VMDCMHE7XN780421	1
TRUCK			99 VOLVO WX64		4VMDCMHE9XN780422	1
TRUCK			EXEMPT 99 VOLVO WX64		4VMDCMHE9XN780422	1
TRUCK	120	000000401175	LICENSE 99 VOLVO WX66	202112	4VMDCMHE9XN780422	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	190	000000401176	87 INTL #23	303938	1HTLDDBN2HH479698	1
TRUCK	190	000000401177	92 INTL #56	303944	1HTSHN2R3NH443541	1
TRUCK	190	000000401178	92 INTL #57	303945	1HTSHN2R5NH443542	1
TRUCK	190	000000401181	97 CCC #703	308063	1CYKXXXX9VT060170	1
TRUCK	190	000000401190	86 INTL #29	303941	1HTLDTVN1GHA19407	1
TRUCK	190	000000401191	84 INTL(330) #47	829753	1HTLH0007EHA48468	1
TRUCK	190	000000401192	88 INTL # 48	303943	1HTLTDVN3JH601674	1
TRUCK	260	000000401196	91 FREIGHT # 454	404400	1FVX1WYB1ML498402	1
TRUCK	260	000000401197	98 PETERBILT #464	404402	1NPALA9X4WD443795	1
TRUCK	260	000000401199	97 PETERBILT # 466	404404	1NPALA9XXVD443797	1
TRUCK	260	000000401200	89 ISUSU #593	630760	JALB4B1H6K7006178	1
TRUCK	190	000000401226	99 VOLVO WXLL64	263384	4VMHCMHEXXN764537	1
TRUCK	190	000000401227	EXEMPT 99 VOLVO WXLL64	263384	4VMHCMHEXXN764537	1
TRUCK	120	000000401228	99 VOLVO WXLL64	263414	4VMHCMUEXXN797852	1
TRUCK	120	000000401229	TFFW 99 VOLVO WXLL64	263414	4VMHCMUEXXN797852	1
TRUCK	120	000000401230	EXEMPT 99 VOLVO WXLL64	263414	4VMHCMUEXXN797852	1
TRUCK	120	000000401231	99 VOLVO WXLL64	263413	4VMHCMUE8XN797851	1
TRUCK	120	000000401232	EXEMPT 99 VOLVO WXLL64	263413	4VMHCMUE8XN797851	1
TRUCK	120	000000401233	EXEMPT 99 VOLVO WXLL64	263413	4VMHCMUE8XN797851	1
TRUCK	120	000000401234	99 VOLVO WXLL64	263410	4VMHCMUE8XN797848	1
TRUCK	120	000000401235	EXEMPT 99 VOLVO WXLL64	263410	4VMHCMUE8XN797848	1
TRUCK	120	000000401236	EXEMPT VOLVO WXLL64	263410	4VMHCMUE8XN797848	1
TRUCK	120	000000401237	99 VOLVO WXLL64	263411	4VMHCMUEXXN797849	1
TRUCK	120	000000401238	EXEMPT 99 VOLVO WXLL64	263411	4VMHCMUEXXN797849	1
TRUCK	120	000000401239	EXEMPT 99 VOLVO WXLL645	263411	4VMHCMUEXXN797849	1
TRUCK	120	000000401240	99 VOLVO WXLL64	263412	4VMHCMUE6XN797850	1
TRUCK	120	000000401241	EXEMPT 99 VOLVO WXLL64	263412	4VMHCMUE6XN797850	1
TRUCK	120	000000401242	EXEMPT 99 VOLVO WXLL64	263412	4VMHCMUE6XN797850	1
TRUCK	260	000000401244	ROLL OFF TRUCK- VOLVO	407469	4VIJDBJF2RR827869	1
TRUCK	260	000000401245	REGISTRATION R/O TK VOLVO	407469	4VIJDBJF2RR827869	1
TRUCK	260	000000401246	TFFWROLL OFF TRUCK- VOLVO	407469	4VIJDBJF2RR827869	1
TRUCK	260	000000401247	ROLL OFF UNIT - VOLVO	407469	4VIJDBJF2RR827869	1
TRUCK	260	000000401248	TFFW ROLLOFF UNIT- VOLVO	407469	4VIJDBJF2RR827869	1
TRUCK	260	000000401249	VOLVO ROLL OFF TRUCK	407468	4V1JDBJF8SN842177	1
TRUCK	260	000000401250	VOLVO ROLL OFF TRUCK	407468	4V1JDBJF8SN842177	1
TRUCK	260	000000401251	TFFW VOLVO ROLL OFF TRUCK	<del></del>	4V1JDBJF8SN842177	1
TRUCK	260	000000401252	ROLL OFF TRUCK HOIST	407468	4V1JDBJF8SN842177	1
TRUCK	260	000000401253	TFFW ON ROLL OFF UNIT	407468	4VIJDBJFBSN842177	1
TRUCK	260	000000401263	ROLL OFF TRUCK- VOLVO	1 · · · · · · · · · · · · · · · · · · ·	4V1JDBPF4RR830781	1
TRUCK	260	000000401264	TFFW ROLL OFF TRUCK VOLVO	407474	4V1JDBPF4RR830781	1
TRUCK	260	000000401265	ROLL OFF TRK HOIST	1	4V1JDBPF4RR830781	1
TRUCK	260	***************************************	TFFW ROLL OFF TRK HOIST		4V1JDBPF4RR830781	1
TRUCK	260	000000401267	TFFW ROLL OFF TRUCK-VOLVO		4V1JDBPF4RR830781	1
TRUCK	260	000000401268	VOLVE 3 AXLE ROLL OFF TRU	· · · · · · · · · · · · · · · · · · ·	4V1JDBKJ5SR838905	1
TRUCK	260	000000401269	TFFW- ROLL OFF TRU		4V1JDBKJ5SR838905	1
TRUCK		000000401275	VOLVE 3 AXLE ROLL OFF TRK		4V1JDBJF5PR822033	1
TRUCK		000000401276	TFFW VOL3 AXLE ROLL OFF	<del> </del>	4V1JDBJF5PR822033	1
TRUCK		000000401277	TFFW 3 AXLE ROLL OFF TRK	1	4V1JDBJF5PR822033	1

TRUCK TRUCK	190	000000404202				
TRUCK		000000401292	REFUSE TRUCK USED	506169	4V2HAEND6MU507599	1
	190	000000401293	TFFW ON REFUSE TRUCK USED	506169	4V2HAEND6MU507599	1
TRUCK	190	000000401294	2 COMPT. S/L INSTALLED ON	506169	4V2HAEND6MU507599	1
TRUCK	190	000000401295	TFFW ON S/L BUILT ON USED	506169	4V2HAEND6MU507599	1
TRUCK	120	000000401299	DAY CAB,2 AXLE CONVENYION	631684	1FV6HFAA5PL432674	1
TRUCK	120	000000401300	TFFW DAY CAB, W AXLE CONV	631684	1FV6HFAA5PL432674	1
TRUCK	120	000000401301	TFFW ON DAY CAB,2 AXLE	631684	1FV6HFAA5PL432674	1
TRUCK	120	000000401302	TRUCK MOUNT ON DAY CAB,2	631684	1FV6HFAA5PL432674	1
TRUCK	120	000000401303	BOOM FOR DELIVERY TRUCK	631684	1FV6HFAA5PL432674	1
TRUCK	260	000000401320	ROLL OFF UNIT	407472	4V1JDBKJ5SR838905	1
TRUCK	260	000000401321	TFFW ROLL OFF UNIT	407472	4V1JDBKJ5SR838905	1
TRUCK	260	000000401322	ROLL OFF UNIT	407473	4V1JDBJF5PR822033	1
TRUCK	260	000000401323	TFFW	407473	4V1JDBJF5PR822033	1
TRUCK	260	000000401330	3AXLE,DAY CAB,CONVENTION	407471	4VIJDBJF4SR836286	1
TRUCK	260	000000401331	TFFW	407471	4VIJDBJF4SR836286	1
TRUCK	260	000000401349	97 PETERBILT #463	404401	1NPALA9X4VD443794	1
TRUCK	260	000000401366	91 FREIGHT #451	404397	1FVX1WYB3ML498403	1
TRUCK	260	000000401367	91 FREIGHT #452	404398	1FVX1WYB7ML498405	1
TRUCK	260	000000401368	91 FREIGHT #453	404399	1FVX1WYB5ML498404	1
TRUCK	190	000000401389	99 VOLVO WXLL64	263384	4VMHCMHEXXN764537	1
TRUCK	260	000000401403	EPSM N5-RD-180 BODY	407475	4V1JDBJF1RR827622	1
TRUCK	260	000000401404	EXEMPT	407475	4V1JDBJF1RR827622	1
TRUCK	260	000000401406	EXEMPT	407471	4V1JDEJF4SR836286	1
TRUCK	260	000000401429	TRUCK COVERING SYSTEM	407480	4V1JDBJF4RR827856	10
TRUCK	260	000000401430	TFFWTRUCK COVERING SYSTEM	408192	ITEM # RP 45006	10
TRUCK	260	000000401461	ROLL OFF TRUCK	407480	4V1JDBJF4RR827856	1
TRUCK	260	000000401462	TFFW ROLL OFF TRUCK	407480	4V1JDBJF4RR827856	1
TRUCK	260	000000401463	ROLL OFF TRK HOIST	407480	4V1JDBJF4RR827856	1
TRUCK	260	000000401464	TFFW ROLL OFF TRK HOIST	407480	4V1JDBJF4RR827856	1
TRUCK	260	000000401465	TFFW FOR ROLL OFF TRUCK	407480	4V1JDBJF4RR827856	1
TRUCK	190	000000401478	TRUCK-SIDE LOADER-USED	506168	4V2HAEND2MU5075583	1
TRUCK	190	000000401479	TFFW ON TRUCK	506168	4V2HAEND2MU5075583	1
TRUCK	190	000000401480	2 COMPT. SIDE LOADER INTA	506168	4V2HAEND2MU5075583	1
TRUCK	190	000000401481	TFFW ON SIDE LOADER INST	506168	4V2HAEND2MU5075583	1
TRUCK	190	000000401482	REFUST TRUCK USED	506169	4V2HAEND6MU507599	1
TRUCK	190	000000401486	REFUSE TRUCK- USED	506171	4V2HAEND3MU507575	1
TRUCK	190	000000401487	TFFW ONREFUSE TRUCK- USED	506171	4V2HAEND3MU507575	1
TRUCK	190	000000401488	2 COMPT SIDE LOADER INSTA	506171	4V2HAEND3MU507575	1
TRUCK	190	000000401489	TFFW ON SIDE LOADER INSTA	506171	4V2HAEND3MU507575	1
TRUCK	190	000000401490	REFUSE TRUCK USED	506172	4V2HAENDXMU507508	1
TRUCK	190	000000401491	TFFW ON USED TRUCK	506172	4V2HAENDXMU507508	1
TRUCK	190	000000401492	TWO COMPT SIDE LOADER ON	506172	4V2HAENDXMU507508	1
TRUCK	190	000000401493	TFFW ON 2 COMPTSIDELOADER	506172	4V2HAENDXMU507508	1
TRUCK	190	000000401494	REFUSE TRUCK USED	506170	4V2HAEND9MU507578	1
TRUCK	190	000000401495	TFFW ON REFUSE TRUCK USED	506170	4V2HAEND9MU507578	1
TRUCK	190	000000401496	SIDE LOADER REFUSE TRUCK	506170	4V2HAEND9MU507578	1
TRUCK	190	000000401497	TFFW ON SIDE LOADER	506170	4V2HAEND9MU507578	1
TRUCK	260	000000403579	3 AXLE,DAY CAB,CONVENTION	407470	4V1JDBJF7SR832720	1

Category	Product	Asset ID	Description	Unit Number	VIN	Quantity
TRUCK	300	000000403580	TFFW	407470	4V1JDBJF7SR832720	1
TRUCK	260	000000408603	AMREP BODY	407470	4V1JDBJF7SR832720	1
TRUCK	260	000000408604	TFFW AMREP BODY	407470	4V1JDBJF7SR832720	1
TRUCK	190	000000408605	2000 VOLVO WXLL64	263415	4V2HC2UE3YN253322	1
TRUCK	190	000000408606	TFFW VOLVO WXLL64	263415	4V2HC2UE3YN253322	1
TRUCK	190	000000408607	TFFW USE TAX VOLVO WXLL64	263415	4V2HC2UE3YN253322	1
TRUCK	190	000000408608	2000 VOLVO WXLL64	263416	4V2HC2UE5YN253323	1
TRUCK	190	000000408609	TFFW 2000 VOLVO WXLL64	263416	4V2HC2UE5YN253323	1
TRUCK	190	000000408610	TFFW USE TAX VOLVO WXLL64	263416	4V2HC2UE5YN253323	1
TRUCK	190	000000408611	2000 VOLVO WXLL64	263417	4V2HC2UE0YN256310	1
TRUCK	190	000000408612	TFFW 2000 VOLVO WXLL64	263417	4V2HC2UE0YN256310	1
TRUCK	190	000000408613	TFFW USE TAX VOLVO WXLL64	263417	4V2HC2UE0YN256310	1
TRUCK	190	000000408614	2000 VOLVO WXLL64	263418	4V2HC2UE2YN256311	1
TRUCK	190	000000408615	TFFW 2000 VOLVO WXLL64	263418	4V2HC2UE2YN256311	1
TRUCK	190	000000408616	TFFW USE TAX VOLVO WXLL64	263418	4V2HC2UE2YN256311	1
TRUCK	190	000000408617	2000 VOLVO WXLL64	263419	4V2HC2UE4YN256312	1
TRUCK	190	000000408618	TFFW 2000 VOLCO WXLL64	263419	4V2HC2UE4YN256312	1
TRUCK	190	000000408619	TFFW USE TAX VOLVO WXLL64	263419	4V2HC2UE4YN256312	1
TRUCK	190	000000408623	2000 VOLVO WXLL64	263420	4V2HC2UE8YN256314	1
TRUCK	190	000000408624	TFFW 2000 VOLVO WXLL64	263420	4V2HC2UE8YN256314	1
TRUCK	190	000000408625	TFFW USE TAX VOLVO WXLL64	263420	4V2HC2UE8YN256314	1.
TRUCK	190	000000408655	2000 VOLVO WXLL64	263421	4V2HC2UEXYN256315	1
TRUCK	190	000000408656	TFFW 2000 VOLVO WXLL64	263421	4V2HC2UEXYN256315	1
TRUCK	190	000000408657	TFFW USE TAX VOLVO WXLL64	263421	4V2HC2UEXYN256315	1
TRUCK	260	000000408667	'94 WHITE ROLLOFF	407475	4V1JDBJF1RR827622	1
TRUCK	260	000000408668	TFFW 94 WHITE ROLLOFF	407475	4V1JDBJF1RR827622	1
TRUCK	260	000000408669	TFFW-'94 WHITE ROLLOFF	407475	4V1JDBJF1RR827622	1
TRUCK	260	000000408670	TRIPOD STAND #827622509	407475	4V1JDBJF1RR827622	1
TRUCK	190	000000410611	00 VOLVO WXLL64 FL	263386	4V2HC2UE8YN253316	1
TRUCK	190	000000410612	TFFW 00 VOLVO WXLL64 FL	263386	4V2HC2UE8YN253316	1
TRUCK		000000410613	RADIOS & EQUIPMENT	506168	4V2HAEND2MU5075583	175
TRUCK		000000410614	TFFW RADIOS & EQUIPMENT	263386	4V2HC2UE8YN253316	175
TRUCK	190	000000410619	TFFW 00 VOLVO WXLL64 FL	263386	4V2HC2UE8YN253316	1
TRUCK	190	000000410620	01 VOLVO WXLL64 FL	263385	4V2HC6UE71N306908	1
TRUCK	190	000000410621	TFFW 01 VOLVO WXLL64 FL	263385	4V2HC6UE71N306908	1
TRUCK	190	000000410622	TFFW 01 VOLVO WXLL64 FL	263385	4V2HC6UE71N306908	1
TRUCK	120	000000411711	LICENSE ON INT'L TRUCK	672293	1HTSDAAMXTH386472	1
TRUCK	300	000000413706	TRUCK- IZUSU	631308	JALE5B141Y7900654	1
TRUCK	300	000000413707	TFFW FOR TRUCK- IZUSU	631308	JALE5B141Y7900654	1
TRUCK	190	000000413722	HEIL BODY/CONTAINER ASSY	408192	4V1JDBPF0RR830776	1
TRUCK	190	000000413732	1994 WHITE ROLL OFF TRUCK	408192	4V1JDBPF0RR830776	1
TRUCK	190	000000413733	TFFW	408192	4V1JDBPF0RR830776	1
TRUCK	120	000000417222	PEER 48' 4 AXLE CHASSIS	701211	1PLC04843MTC04990	1
TRUCK	260	000000419082	1985 PETERBILT	404599	1XP4LA9XIFP187245	1
TRUCK		000000474806	1997 TRANSCRAFT FLAT BED TRAIL	741686	1TTF48204V1054630	1

# RABANCO LTD REGISTERED TRADE NAMES

Rabanco Ltd.

Tri-County Disposal

Lynnwood Disposal

Eastside Disposal

Rabanco Companies

Rabanco Recycling

Sea-Tac Disposal

**Emerald City Disposal** 

**Northwest Waste Industries** 

**Rabanco Connections**