

TG-041965

Williams, Kastner & Gibbs PLLC

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

November 3, 2004

10631.0100

Carole J. Washburn
WUTC Executive Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504

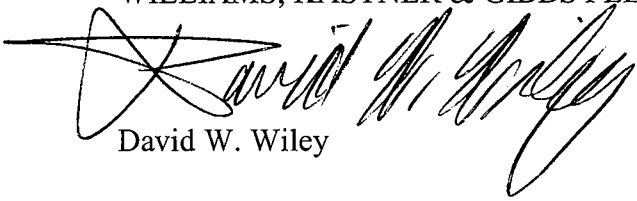
Re: Transfer of Portions of Certificate G-237 to Rabanco, Ltd., G-12

Dear Ms. Washburn:

Enclosed for filing today is an Application for Transfer of a Portion of Solid Waste Certificate, numerous accompanying exhibits as required by the application form, and a check made payable to the Washington Utilities and Transportation Commission for \$200. Please process this application for filing and docketing and contact me should you have any further questions regarding this matter.

Yours truly,

WILLIAMS, KASTNER & GIBBS PLLC



David W. Wiley

DAV:slr

Encl.

cc: Rabanco, Ltd.



APPLICATION FOR 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

PHONE 360-664-1222
FAX 360-586-1181

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
<ul style="list-style-type: none"> • • • <u>Expedited Temporary Authority</u> (to meet an urgent need for up to thirty days) - Complete entire application and Attachment A (WAC 480-70-136) 	\$ 25
<ul style="list-style-type: none"> • • • <u>Temporary Authority</u> (to meet an immediate or urgent need) – Complete entire application and Attachment A 	\$ 25
<p><u>New Permanent Authority</u> (including extension of authority)– (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form</p> <ul style="list-style-type: none"> • • • New Certificate • • • Extension of Existing Certificate No. G- _____ 	\$200
<p><u>Permanent Authority to Transfer</u> (WAC 480-70-090) (check appropriate box below) – Complete entire application and Attachments B</p> <ul style="list-style-type: none"> • • • All of Certificate No. G- _____ • • • Portion of Certificate No. G- <u>237</u> 	\$200
<ul style="list-style-type: none"> • • • <u>Reinstatement of Cancelled Certificate</u> (must be filed within 30 days of cancellation) –Include a statement justifying the reinstatement and complete sections 1, 2 and 8 	\$200
<ul style="list-style-type: none"> • • • <u>Name Change</u> – does not include changes resulting in change in ownership – Complete section 1 and Attachment C 	\$ 35
<ul style="list-style-type: none"> • • • <u>Mortgage of Certificate</u> – Complete section 1 and Attachment D 	\$ 35
<p><u>Lease of Authority</u> – Complete entire application and Attachment B</p> <ul style="list-style-type: none"> • • • All of Certificate • • • Portion of Certificate No. G - _____ 	\$200

SECTION 1 – APPLICATION INFORMATION

Name of Applicant: Rabanco, Ltd.		
Trade Name(s) (if applicable): See attached Exhibit A		
Phone Number: (206) 332-7700	Fax Number: (206) 332-7601	E-Mail: jwest@awin.com
Business Address Street 54 South Dawson Street		Mailing address (if different from Business Address) Street
City Seattle		City
State/Zip Washington 98134		State/Zip

FOR OFFICIAL USE ONLY

Date Filed: 11-3-04	Staff Assigned: <i>eh</i>	Motcar: 7784	Permit Issued G-
Tariff:	Insurance: <i>ok</i>	Contract:	DOL/SOS:
Application: GA-079324	RMS Docket #: TG-041965	Related App ID:	Map:
Text approved for docket	Reception #: 0008895	227-02: 200.00	032-05:

SECTION 2 – BUSINESS INFORMATION

SECTION 2 – BUSINESS INFORMATION

Type of business structure:

Individual Partnership Corporation Other(LP, LLP, LLC) _____ UBI No. 600359021

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

<u>Name</u>	<u>Title</u>	<u>Stock Distribution or Percentage of Shares</u>
Allied Waste North America	Parent Company	100%

Indicate below the commodity to be hauled and the territory in which you wish to operate. **PLEASE NOTE** Territory must be described using boundaries such as streets, avenues, roads, highways, townships, ranges, city limits, county boundaries or other geographic descriptions. In addition to describing the territory, you must file a map that meets the requirements of WAC 480-70-056 and clearly shows the described territory.

(See attached Exhibits B-1, B-2, B-3) PIDs

(See attached Exhibits C-1, C-2, C3) Maps

State below the conditions that justify the granting of this application. If you are applying for temporary certificate authority, be sure your statement addresses and supports the question of "immediate and urgent need."

Applicant transferee is fit, willing, and able to conduct the proposed operations, and approval of the transfer is consistent with the public interest.

Do you currently hold, or have you ever held, a solid waste certificate?

No Yes If yes, please indicate your certificate number: G-12

Have you ever applied for and been denied a certificate to transport solid waste?

No Yes If yes, please explain: _____

Please tell us about your experience and knowledge of transportation or solid waste, including motor carrier driver and equipment safety requirements.

Applicant transferee and its predecessors have been involved in solid waste collection services in the western Washington area for over a half century, and have conducted regulated operations in the state since the inception of the state-regulated solid waste collection system. Applicant and its drivers and employees conduct ongoing safety and compliance activities to ensure their operations fully comply with all applicable local, state and federal motor carrier drive and safety regulations.

Have you been cited for violation of state laws or Commission rules?

No Yes If yes, please explain: Over more than 40 years of regulated operations, Rabanco Ltd

and/or its successors have received infrequent, inadvertent citations for violations of Commission rules.

SECTION 6 – SAFETY AND OPERATIONS

In each of the categories show below, list 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 must have a valid CDL.

Name: Rick Fisher	Position: Regional Safety Manager
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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: Rick Fisher	Position: Regional 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: Rick Fisher	Position: Regional 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 Part 40.

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).

Name: Rick Fisher	Position: Regional 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: Rick Fisher	Position: Regional Safety Manager
--------------------------	--

OPERATIONAL RESPONSIBILITIES

List the person and/or position responsible for understanding and complying with the requirements of each category shown below.

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: Rick Waldron	Position: District Controller
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ANNUAL REPORTS and REGULATORY FEES (WAC 480-70-071 & 076) Companies must annually file a report of their financial operations and pay regulatory fees.

Name: Rick Waldron	Position: District Controller
---------------------------	--------------------------------------

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.

Name: N/A	Position:
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CUSTOMER SERVICE –Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans.

Name: Debbie Gutierrez	Position: Office District 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: Rick Waldron	Position: District Controller
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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:	Amount of time:
Will an attorney be representing you? If yes, complete the following:	
Attorney's name: David W. Wiley	Attorney's phone number: (206) 233-2895
Attorney's address:	Fax Number: (206) 628-6611
Street 601 Union Street, Suite 4100	E-mail: dwiley@wkg.com
City, State, Zip Seattle, WA 98101-2380	

TYPE OF PAYMENT:

<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa
Credit Card Information:					
Expiration Date: _____			Amount: _____		

SECTION 8 – DECLARATION OF APPLICANT:

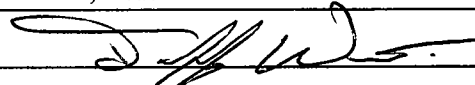
I understand that filing this application **does not** in itself constitute authority to operate as a solid waste collection company.

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.

Printed name of applicant: **Rabanco, Ltd.**

Signature of Applicant: 

Date, County, State: **King County, Washington**

RABANCO LTD. TRADE NAMES

**Tri-County Disposal
Lynnwood Disposal
Eastside Disposal
Rabanco Companies
Rabanco Recycling
Sea-Tac Disposal
Kitsap Disposal
Emerald City Disposal
Northwest Waste Industries
Rabanco Connections**

EXHIBIT A

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- 237

Check appropriate box:

- Transfer All*
- Transfer Portion*
- Lease All**
- Lease Portion**

WASTE MANAGEMENT OF WASHINGTON, INC.

Current Name on Certificate (Seller/Lessor) See attached EXHIBIT 1

Current Trade Name on Certificate (Seller/Lessor) 13225 NE 126th Pl. Kirkland, WA

Address (Seller/Lessor) (425) 814-1685

Fax: (425) 814-7846 E-mail: jhardebeck@wm.com

- Have all fines and /or penalties been paid? No Yes
- Has the closing annual report been filed? No Yes **Will be in April 2005**
- Does the buyer/lessee agree to begin service as soon as the Commission authorizes the transfer or lease? 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.

[Signature]
Seller's/Lessor's Signature

11/10/04 KING, WASHINGTON
Date, County, State

[Signature]
Buyer's/Lessee's Signature

11-1-04
Date, County, State

*If this application is for transfer, please attach a copy of the sales or other agreement to sell.

**If this application is to lease, please attach a copy of the executed lease agreement.

The following paragraph is to be transferred and relinquished to G-12, Rabanco Ltd.

SOLID WASTE COLLECTION SERVICE in King County starting at the intersection of the south line of Section 6, T. 22N., R. 5 E., W.M., (or Southeast 208th Street) and State Hwy 167; thence north along State Hwy 167 to its intersection with S.E. 180th St.; thence east along said street to Carr Road and Petrovitsky Road (S.E. 176th) to 140th Ave. S.E.; thence south along said avenue to S.E. 192nd St.; thence east along said street to 148th Ave. S.E.; thence south along 148th Ave. S.E. to S.E. 208th St.; thence west along said street to the point of beginning.

EXHIBIT B-1

The following paragraph will be transferred to G-12, Rabanco Ltd.

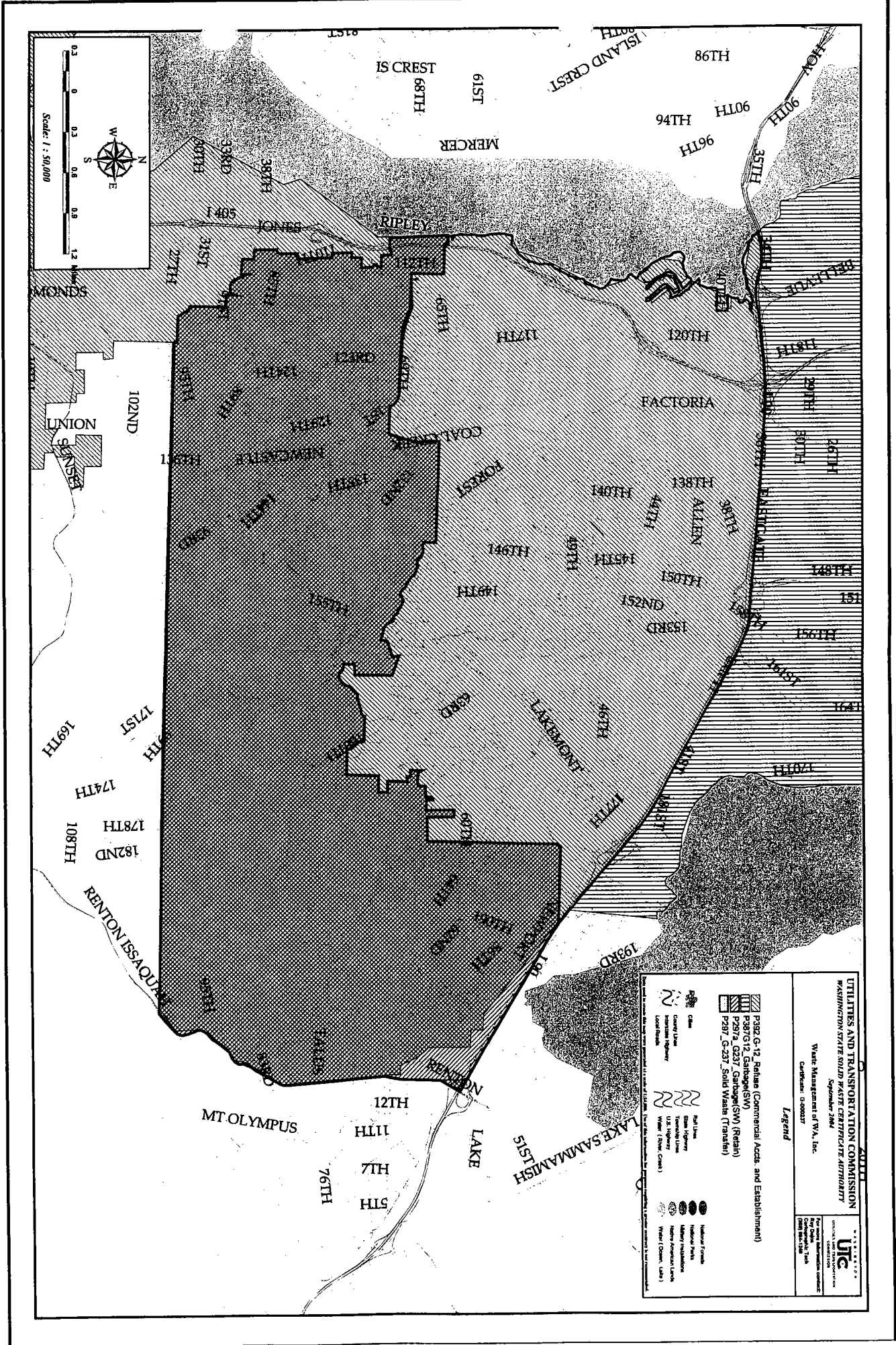
SOLID WASTE COLLECTION SERVICE described as follows: Commencing at the southwest city limits of Bellevue and the shore of Lake Washington; thence northerly along the shore of Lake Washington to Interstate 90 (Sunset Hwy.); thence easterly along Interstate 90, to its intersection with the City limits of Issaquah (as of September 1, 2004); thence west along the northern City limits of Issaquah (as of September 1, 2004) to its intersection with the city limits of Bellevue (as of September 1, 2004); thence south and westerly along said city limits to the point of beginning.

EXHIBIT B-2

The following paragraph will be transferred to G-12, Rabanco Ltd.

Commencing at the intersection of Military Road S. and Highway 516 (Kent - Des Moines Road); thence following the city limits of Kent in a clockwise direction easterly, southerly, westerly, and northerly to its intersection with Military Road S. at S. 240th St.; thence north along Military Road S. to its intersection with Highway 516 (Kent – Des Moines Road), the point of beginning.

EXHIBIT B-3



UTILITIES AND TRANSPORTATION COMMISSION
 WASHINGTON STATE SOLID WASTE CERTIFICATES AUTHORITY
 September 2004
 Waste Management of WA, Inc.
 Certificate: 000037

Legend

- P382 G-12, Refuse (Commercial Acids and Establishment)
- P387 G-12, Garbage (SW)
- P297 G-237, Solid Waste (Transfer)
- P297 G-237, Solid Waste (Transfer)
- State Highways
- U.S. Highways
- Water (State Canal)
- National Parks
- National Monuments
- National Historic Landmarks
- National Antiquities
- National Historic Sites
- National Historic Trails
- National Historic Sites
- National Historic Sites

For more information contact:
 King County, WA
 2000 4th Avenue, S.E.
 Renton, WA 98057
 Phone: 206-875-1200

EXHIBIT C-2

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)	(b)	(c)
Current Assets:			
1	Cash & Working Funds	173,943	0
2	Special Deposits	7,600	8,000
3	Temporary Cash Investments	0	0
4	Notes Receivable	158,438	600,671
5	Receivables from Affiliated Companies	0	0
6	Accounts Receivable	15,748,897	16,865,449
7	less: Allowance for Uncollectables	451,830	200,566
8	Net Accounts Receivable	15,297,067	16,664,883
9	Prepayments	615,465	850,771
10	Material & Supplies	717,726	836,545
11	Other Current Assets	0	
12	Total Current Assets:	16,970,239	18,960,870
Tangible Property:			
13	Solid Waste Operating Property (Sched. 3C, Line 13)	64,625,741	76,286,845
14	less: Accumulated Depreciation (Sched. 3C, Line 25)	45,645,553	50,323,796
15	Net Solid Waste Operating Property	18,980,188	25,963,049
16	Non-Operating Property		
17	less: Accumulated Depreciation		
18	Net Non-Operating Property		
19	Total Net Tangible Property	18,980,188	25,963,049
Intangible Property:			
20	Organization, Franchises, & Permits	356,919	334,088
21	Accumulated Amortization - Cr.	14,280	155,197
22	Other Intangible Property		
23	Accumulated Amortization - Cr.		
24	Total Net Intangible Property	342,639	178,891
Other Assets & Deferred Items:			
25	Investments & Advances	(19,419,098)	(19,419,098)
26	Undistributed Earnings from Subsidiaries		
27	Deferred Debits	1,288,022	1,215,204
28	Other Assets	56,430,439	56,427,482
29	Total Other Assets & Deferred Items	38,299,363	38,223,588
30	Total Assets (Lines 12, 19, 24, & 29)	74,592,429	83,326,398

EXHIBIT D

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 (a)	Balance at Beginning of Year (b)	Balance at End of Year (c)
Current Liabilities:			
1	Notes Payable		
2	Payables to Affiliated Companies	437,318	(1,539,173)
3	Accounts Payable		9,252,475
4	Salaries & Wages Payable	8,209,168	2,482,945
5	Accrued Taxes	2,196,573	
6	Current Portion of Long Term Debt (Equip. & Other)		
7	Other Current Liabilities	3,928,708	3,836,340
8	Total Current Liabilities	14,771,767	14,032,587
Long Term Debt Due After 1 Year:			
9	Equipment Obligations		
10	Other Long Term Debt		
11	Unamortized Premium/Discount on Debt - (net)		
12	Total Long Term Debt Due After 1 Year		
Deferred Credits & Other Items:			
13	Deferred Credits		
14	Other Credits		
15	Total Deferred & Other Credits		
16	Total Liabilities (Lines 8, 12, & 15)	14,771,767	14,032,587
Shareholder's & Proprietor's Equity:			
17	Capital Stock:		
18	Capital Stock	1,203,014	1,203,014
19	Paid in Capital in Excess of Par	41,535,142	41,535,142
20	Other Capital		
21	Total Capital Stock	42,738,156	42,738,156
22	Proprietor's Capital:		
23	Sole Proprietor's Capital		
24	Partnership Capital		
25	Total Proprietor's Capital		
26	Retained Earnings	17,082,506	26,555,655
27	Total Equity (Lines 21 & 26, or 25)	59,820,662	69,293,811
28	Total Liabilities & Equity (Lines 16 & 27)	74,592,429	83,326,398

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	Balance at Beginning of Year	Balance at Close of Year
	(a)	(b)	(c)	(d)
1	1211	Land	443,447	4,749,089
2	1212	Structures	3,239,072	7,826,094
3	1222	Solid Waste Collection Equipment	26,301,600	25,587,147
4	1224	Bins, Containers, Toters, Drop Boxes, etc.	24,873,100	26,598,223
5	1226	Disposal/ Landfill/ Transfer Station	7,612,922	9,880,039
6		Facilities and Equipment		
7	1230	Service Cars & Equipment		
8	1240	Shop & Garage Equipment		
9	1250	Office Furniture & Fixtures	2,155,600	1,646,253
10	1270	Leasehold Improvements		
11	1280	Other Solid Waste Operating Property		
12		Total	64,625,741	76,286,845

Line No.	Acct.	Accumulated Depreciation	Balance at Beginning of Year	Balance at Close of Year
	(a)	(b)	(c)	(d)
13	1213	Structures	30,903	2,512,591
14	1223	Solid Waste Collection Equipment	17,090,140	17,077,204
15	1225	Bins, Containers, Toters, Drop Boxes, etc.	18,811,063	20,505,294
16	1227	Disposal/ Landfill/ Transfer Station	3,605,459	4,220,512
17		Facilities and Equipment	2,652,020	2,692,597
18	1231	Service Cars & Equipment	0	0
19	1241	Shop & Garage Equipment	0	0
20	1251	Office Furniture & Fixtures	2,045,880	1,577,360
21	1271	Leasehold Improvements	1,201,261	1,467,825
22	1281	Other Solid Waste Operating Property	208,827	270,413
23		Total	45,645,553	50,323,796

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 (a)	Total Company (b)
Revenues:		
1	Solid Waste Operating Revenues (Line 12d, Schedule 6A)	134,395,485
2	Other	
3	Total Revenue	134,395,485
Expenses:		
4	Driver Wages & Benefits	28,542,202
5	Truck Operating Costs	3,268,079
6	Repair & Maintenance	5,649,588
7	Insurance & Safety	4,930,026
8	Disposal & Processing	41,413,396
9	Depreciation	5,676,246
10	Selling & Advertising	
11	Office & Administration	7,910,248
12	Management Fees	1,723,563
13	Taxes & Licenses	
14	Rents	526,003
15	Other Expenses	17,372,082
16	Total Expenses before Other Items (add lines 4 thru 15)	117,011,433
17	Net Income before Other Items (line 3 minus line 16)	17,384,052
Other Income & Expense		
18	Other Income/ (Loss)	
19	Interest, Dividends, & Other Investment Income/ (Loss)	
20	Distrib./Undistrib. Income/ (Loss) from Subsidiaries	
21	Interest Expense	1,595,470
22	Other Deductions	
23	Extraordinary Items (Net)	
24	Total Other Income & Expense (add lines 18 thru 23)	1,595,470
25	Net Income before Federal Income Taxes (line 17 & line 24)	15,788,582
26	Federal Income Taxes	6,315,433
27	Net Income/ (Loss) (line 25 minus line 26)	9,473,149

Co No	Year	Make	License#	VIN #	Licensed Weight	Type of Vehicle
172	1976	FORD (WASH TRUCK)	74577W	D80DVB12295	38,000.00	REARLOADER
172	1984	FORD F250	A64117L	1FTHF2518EPA63361	6,000.00	PICKUP
172	1985	FORD F250	90615X	1FTFF25N7FPA77540	8,000.00	F250 PICKUP
172	1986	CRANE CARRIER LET40 W/ 38YD MAXON SN	A66345B	1CYCCF384GT035687	52,000.00	FRONTLOADER
172	1986	PETERBILT 310 MAGNUM	39392Z	3NMSLZ9X4GF702233	52,000.00	ROLLOFF
172	1988	CRANE CARRIER LET40 W/ 38YD MAXON SN L11717905	A38759A	1CYCCM282JT036589	52,000.00	FRONTLOADER
172	1988	CRANE CARRIER LET40 W/ 33YD MAXON SN S028113292	05275N	1CYCCM286JT036594	52,000.00	SIDELOADER
172	1988	CCC SL FLEET	05212N	1CYCCM289JT036590	52,000.00	SIDELOADER
172	1988	PETERBILT 320 W/ TOWTEM SN TTT103PGBCHS	A31020P	1XPZL50X1JD703351	52,000.00	ROLL OFF
172	1989	CRANE CARRIER IRL20	21702P	1CYHAA38KT090017	40,000.00	REARLOAD
172	1989	FORD F350	A60461C	2FDLF47MXKCB52905	14,000.00	FLATBED
172	1990	CRANE CARRIER IRL20 CCC	21703P	1CYHAA283L T090044	40,000.00	REARLOAD
172	1990	FORD PU	A61961P	1FTHF25G8LPA25842	6,000.00	PICKUP
172	1990	PETERBILT 320 W/ 18YD AMREP SN	A60450C	1XP2HXXLD704469	34,000.00	RECYCLER
172	1990	PETERBILT 320TRK	06115Z	1XPZH44X2LD705085	40,000.00	SIDELOADER
172	1990	PETERBILT 320TRK W/ 30YD LABRIE SN 0TR91HIO	A64069C	1XPZH77X4LD704984	40,000.00	SIDELOADER
172	1990	PETERBILT 320TRK W/ 18YD AMREP SN 90211	A35556K	1XPZH77X6LD704985	40,000.00	SIDELOADER
172	1990	PETERBILT 320 W/ 18YD AMREP SN 90249	39393Z	1XPZH77X9LD705094	40,000.00	RECYCLER
172	1991	CRANE CARRIER IRL CCC (CERTIFIED REBUILD)	22784R	1CYHAA388MT090153	40,000.00	REARLOAD
172	1991	CRANE CARRIER IRL20S CCC	A64040C	1CYHAA483MT090219	40,000.00	REARLOAD
172	1991	INTL W/ LABRIE	32084T	1HTSDNSNOMH376646	34,000.00	RECYCLER
172	1992	CRANE CARRIER LET40 W/ AMPREP	81618U	1CYCCN48INT039296	48,000.00	SIDELOADER
172	1992	FORD F450 CHASS CAB APD FLATBED DELIVERY TRUCK	A47087T	2FDLF47G8NCA38044	16,000.00	PICKUP
172	1993	CRANE CARRIER W/ 40YD HEIL SN RC2101031	75134W	1CYCAM388PT040465	40,000.00	SIDELOADER
172	1993	CRANE CARRIER LET221B W/ 40YD HEIL SN RCX2101044	75271W	1CYCAM388PT040515	40,000.00	SIDELOADER
172	1993	CRANE CARRIER LET21B W/ 40YD HEIL SN RCXX2101046	79788X	1CYCAM38XP040516	34,000.00	RECYCLER
172	1993	CRANE CARRIER IRL CCC	42967V	1CYHAN481PT090280	42,000.00	REARLOAD
172	1993	CRANE CARRIER IRL CCC	42965V	1CYHAN483PT090278	42,000.00	REARLOAD
172	1993	CRANE CARRIER IRL CCC	42966V	1CYHAN485PT090279	42,000.00	REARLOAD
172	1993	FORD EXPLORER	A47086T	1FMDU34XXPUD18379	6,000.00	EXPLORER
172	1994	CRANE CARRIER CENTURION W/ CASCON 227	93722Y	1CYBCP481RT041384	52,000.00	ROLLOFF
172	1994	CRANE CARRIER LET21B W/ 40YD HEIL SN RC2101045	79789X	1CYCAM370RT040518	34,000.00	RECYCLER
172	1994	CRANE CARRIER LET21B W/ 40YD HEIL SN RC2101054	79787X	1CYCAM373RT040643	34,000.00	RECYCLER
172	1994	CRANE CARRIER IRL CCC90324	71712Y	1CYHAN482RT090324	40,000.00	REARLOAD
172	1994	CRANE CARRIER IRL CCC90320	63714Y	1CYHAN485RT090320	40,000.00	REARLOAD
172	1994	CRANE CARRIER IRL CCC90321	63713Y	1CYHAN487RT090321	40,000.00	REARLOAD
172	1994	FORD F450 IPD FLATBED DELIVERY TRUCK	90431X	1FDLF47G3REA34404	16,000.00	FLATBED
172	1995	CRANE CARRIER LET21B W/ 40YD HEIL SN RC2101069	06127Z	1CYCAM380ST041280	48,000.00	SIDELOADER
172	1995	CRANE CARRIER LET21B W/40YD HEIL SN RC2101070	06128Z	1CYCAM38ST041281	48,000.00	SIDELOADER
172	1995	CRANE CARRIER LET40 W/ 27YD HEIL SN HPD4001424	06130Z	1CYCCB480ST041681	56,000.00	FRONTLOADER

EXHIBIT F

172	1995	1995	MACK MR688S W/ 30YD MCNEILUS SN 33EM40412528	A17315A	1M2K195C1S06832	50,000.00	FRONTLOAD
172	1995	1995	Mack MR688S W/ 30YD MCNEILUS SN 33EM40412516	A17316A	1M2K195C5SM006834	50,000.00	FRONTLOAD
172	1995	1995	VOLVO WG64 MAGNUM	75521Z	4V2JCBGE3SR836714	52,000.00	ROLLOFF
172	1996	1996	CRANE CARRIER LET21B W/ 40YD HEIL SN RC2101015	A76741A	1CYCAM377TT041740	34,000.00	RECYCLER
172	1996	1996	CRANE CARRIER IRL CCC90390	A09046B	1CYHAE485TT090390	48,000.00	REARLOAD
172	1996	1996	CRANE CARRIER IRL CCC90388	A09044B	1CYHAE487TT090388	48,000.00	REARLOAD
172	1996	1996	CRANE CARRIER IRL CCC90389	A23371N	1CYHAE489TT090389	48,000.00	REARLOAD
172	1996	1996	PETERBILT 320	A84222I	1XPZX50X2TD709277	58,000.00	FRONT LOAD
172	1997	1997	DODGE DAKOTA	A64574C	1B7GG23XOVS291366	8,000.00	PICKUP
172	1997	1997	CRANS CARRIER FLT#ES166	A25424D	1CYCAJ386VT043294	40,000.00	LET 21B LABRIE
172	1997	1997	CRANE CARRIER LET21B W/ 29YD MAXON SN	A92508B	1CYCCA483VT042676	52,000.00	RECYCLER
172	1997	1997	CCC Sideloader Flt#ES164	A92565B	1CYCCB483VT042750	52,000.00	SIDELOAD
172	1997	1997	CCC Sideloader Flt#ES165	A92564B	1CYCCB485VT042751	52,000.00	SIDELOAD
172	1997	1997	CCC Sideloader Flt#ES163	A92513B	1CYCCB487VT042752	52,000.00	SIDELOAD
172	1997	1997	MACK ROLLOFF FLT #ES416	A61541F	1M2K185C9VM006687	52,000.00	ROLLOFF
172	1997	1997	MACK ROLLOFF FLT#ES417	A32304C	1MK185C9VM006772	52,000.00	ROLLOFF
172	1997	1997	VOLVO WB65 MAGNUM	A09047B	4V5JCBGF8VR854612	52,000.00	ROLLOFF
172	1997	1997	CRANE CARRIER LT404HN01 W/ 29YD MASON SN S108	A47216D	1CYCCA482WT043416	52,000.00	SIDELOAD
172	1998	1998	CRANE CARRIER LPLDT46F W/ 33YD MAXON SN 05041	A95265C	1CYCCB480WT043419	52,000.00	SIDELOAD
172	1998	1998	CRANE CARRIER LPLDT46F W/ 33YD MAXON SN 05039	A95263C	1CYCCB487WT043417	52,000.00	SIDELOAD
172	1998	1998	CRANE CARRIER LPLDT46F W/ 33YD MAXON SN 05042	A95266C	1CYCCB487WT043420	52,000.00	SIDELOAD
172	1998	1998	CRANE CARRIER LPLDT46F W/ 33YD MAXON SN 05040	A95264C	1CYCCB489WT043418	52,000.00	SIDELOAD
172	1998	1998	CRANE CARRIER LPLDT46F W/ 33YD MAXON SN 05043	A95267C	1CYCCB489WT043421	52,000.00	SIDELOAD
172	1998	1998	FORD F150 XLT PICKUP	A23373N	1FTZX1762WKA43288	6,000.00	PICKUP
172	1998	1998	MACK MIDLINER W/ GALBREATH CONTAINER DELIVERY	A34645T	VGB8A07A9WB502485	34,000.00	FORKLIFT
172	1999	1999	CRANE CARRIER LT404HN01 W/ 38YD AMREP SN 99293	A25424D	1CYCAJ386VT043294	40,000.00	LET 21B LABRIE
172	1999	1999	CRANE CARRIER LT404HN01 W/ 38YD AMREP SN 99313	A61543F	1CYCCM485XT044126	52,500.00	LET40-A
172	1999	1999	FORD F-450 SERVICE TRUCK	A28637E	1FDAF56F8EC51160	16,000.00	SERVICE
172	1999	1999	MACK LE633 W/ 27YD HEIL 5000 SN FP50114437	A92658F	1M2AC11C0XM001111	54,000.00	REARLOAD
172	1999	1999	FORD F-450 W/ PEERLESS	A61100I	3FDXF46F2XMA39076	16,000.00	SERVICE
172	1999	1999	VOLVO EXPIDITOR W/ CARSON SN 0203	A71912G	4VMDCMPE4XN765196	52,000.00	ROLLOFF
172	1999	1999	VOLVO EXPIDITOR W/ CARSON SN 200	A36381U	4VMDCMPE6XN765197	52,000.00	ROLLOFF
172	1999	1999	VOLVO EXPIDITOR W/ CARSON SN 320	A49642E	4VMDCMPE8XN765198	52,000.00	ROLLOFF
172	1999	1999	VOLVO WXL164 W/ 40YD MCNEILUS SN 1041WA40226815	A96630D	4VMHMCPE9XN765180	58,000.00	FRONTLOAD
172	2000	2000	CRANE CARRIER LPLDT46F W/ 33YD WITTKI SN WMSL00074	A92791F	1CYCCC480YT044501	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER LPLDT46F W/ 33YD WITTKI SN WMSL 00252	A44315H	1CYCCC480YT044689	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER PLDT46F W/ 33YD WITTKI SN WMSL00080	A92794F	1CYCCC481YT044507	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER LPLDT46F W/ 33YD WITTKI SN WMSL00075	A92790F	1CYCCC482YT044502	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER LPLDT46F W/ 33YD WITTKI SN WMSL00081	A92793F	1CYCCC483YT044508	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER PLDT46F W/ 33YD WITTKI SN WMSL00076	A92789F	1CYCCC484YT044503	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER LPLDT46F W/ 33YD WITTKI SN WMSL00077	A92799F	1CYCCC486YT044504	52,000.00	SIDELOAD

172	2000	2000	CRANE CARRIER LPLDT46F W/ 33YD WITTKS SN WMSL00078	A92797F	1CYCCC488YT044505	52,000.00	SIDELOAD
172	2000	2000	CRANE CARRIER PLDT46F W/ 33YD WITTKS SN DWMSL00079	A92795F	1CYCCC48XYT044506	52,000.00	SIDELOAD
172	2000	2000	MACK LE633 HEIL 5000 25YD	A44318H	1M2AC11C8YM001150	50,000.00	REARLOAD
172	2000	2000	VOLVO WX64 W/ 40YD WITTKS STARLIGHT FL SN WFL001189	A71966G	4V2DC2HE2YN789770	56,000.00	FRONTLOAD
172	2000	2000	VOLVO WX64 W/ 40YD WITTKS STARLIGHT FL SN WFL00190	A71921G	4V2DC2HE4YN789771	56,000.00	FRONTLOAD
172	2000	2000	VOLVO WX64 W/ 40YD WITTKS STARLIGHT FL SN WFL00188	A71965G	4V2DC2HE6YN789769	56,000.00	FRONTLOAD
172	2000	2000	VOLVO AUTOMATED SL, MODEL XPDWXR	A47550T	4V2EC2UE2YN257610	52,000.00	XPDWXR
172	2000	2000	VOLVO WXLL42 LABRIE SLTS1000 42YD	A71922G	4V2H12HE4YN789888	46,000.00	RECYCLER
172	2000	2000	VOLVO WXLL42 W/ 42YD LABRIE SL TS1000 SN TS9910N3GV	A71920G	4V2H12HE7YN789884	40,000.00	RECYCLER
172	2000	2000	VOLVO WXLL42 W/ 42YD LABRIE SL TS1000 SN TS00101UNJ	A71924G	4V2H12HEBYN789876	46,000.00	RECYCLER
172	2000	2000	VOLVO WXLL42 W/ 42YD LABRIE SL TS1000 SN TS00101UNR	A71923G	4V2H12HEXYN789880	46,000.00	RECYCLER
172	2000	2000	VOLVO WG64 W/ CASCADE POWERLIFT RO SN	A21659H	4V5JC2GF1YN867617	80,000.00	ROLLOFF
172	2000	2000	VOLVO WG64 W/ CASCADE POWERLIFT RO SN	A21658H	4V5JC2GFXYN867616	54,000.00	ROLLOFF
176	2000	2000	VOLVO WX64 W/ 40YD WITTKS STARLIGHT FL SN WFL00191	A84761I	4VDC2HE1YN789776	52,000.00	FRONTLOAD
172	2000	2000	VOLVO WX64 W/ 40YD WITTKS STARLIGHT FL SN WFL00191	A71925G	4VDC2HE3YN789776	56,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27634V	5VCHC6LF04H200710	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27638V	5VCHC6LF14H200716	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27630V	5VCHC6LF24H200708	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27631V	5VCHC6LF24H200711	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27639V	5VCHC6LF34H200717	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A31446V	5VCHC6LF34H200720	52,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27632V	5VCHC6LF44H200709	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27633V	5VCHC6LF44H200712	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A31443V	5VCHC6LF54H200718	52,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A31445V	5VCHC6LF54H200721	52,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27635V	5VCHC6LF64H200713	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A31442V	5VCHC6LF74H200719	52,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27636V	5VCHC6LF84H200714	58,000.00	FRONTLOAD
172	2004	2004	AUTOCAR WXL64 W/WITTKS 40YD & COROTTO CAN CONTAINER	A27637V	5VCHC6LFX4H200715	58,000.00	FRONTLOAD
183	1979	1979	GMC Rolloff Fit#KT112	75168W	T49CJ9V620431	52,000.00	ROLLOFF
183	1986	1986	CCC Frontloader Fit#US303	A66304B	1CYCCH384FT034159	52,000.00	FRONTLOAD
183	1986	1986	FORD D-107	A34099A	2FDKF3712GCB79986	14,000.00	FORK TRUCK
183	1986	1986	Peterbilt Rolloff Fit#KT113	A40370U	3NMYL20X0GF702193	52,000.00	ROLLOFF
183	1987	1987	Peterbilt Rolloff Fit#ST167	UX5443	3MNYL29X6HF702610	52,000.00	ROLLOFF
183	1987	1987	Peterbilt Frontloader Fit#ST162	93746Y	3NMYL29X1HF702627	52,000.00	FRONTLOAD
183	1987	1987	Peterbilt Frontloader Fit#ST161	A08915R	3NMYL29XXHF702626	52,000.00	FRONTLOAD
183	1990	1990	INT'L Tractor Fit#ST132	70778P	1HSSCCFL0LH237202	40,000.00	TRACTOR
183	1991	1991	CCC Sideloader Fit#MV019	34017T	1CYCCN486MT039258	52,000.00	SIDELOAD
183	1991	1991	Crane Carrier	22784R	1CYHAA388MT090153	40,000.00	REARLOAD
183	1991	1991	Crane Carrier	A64040C	1CYHAA483MT090219	40,000.00	REARLOAD
183	1992	1992	International W/LABRIE 30YD	87384T	1HTSDNSN8NH396919	34,000.00	RECYCLER

183	1993	1993	CCC	Rearloader	Fl#MV032				80526W	1CTHAN488PT090274	40,000.00	REARLOAD
183	1994	1994	CCC	Frontloader	Fl#ST172				71711Y	1CYCCP489RT041251	52,000.00	FRONTLOAD
183	1994	1994	CCC	Recycler	Fl#MV022				A17159A	1CYCCN481RT041250	52,000.00	RECYCLER
183	1994	1994	CCC	Recycler	Fl#MV023				06116Z	1CYCCN483RT041542	48,000.00	RECYCLER
183	1994	1994	CCC	Rearloader	Fl#MV037				71722Y	1CYHAN489RT090322	40,000.00	REARLOAD
183	1995	1995	CCC	Rearloader	Fl#MV071				06187Z	1CYCCN486ST041248	48,000.00	REARLOAD
183	1995	1995	CCC	Frontloader	Fl#ST173				A64150L	1CYCCP48XST041880	52,000.00	FRONTLOAD
183	1996	1996	CCC	Rearloader	Fl#MV073				A08609B	1CYCCN488TT042144	48,000.00	REARLOAD
183	1996	1996	Kenworth	Rolloff	Fl#ST116				A06885R	1NKNL90X5TS724885	52,000.00	ROLLOFF
183	1997	1997	Dodge	Service Truck	Fl#ST097				A29576C	1B6MC36D6VJ534291	14,000.00	TRUCK
183	1997	1997	CCC	Frontloader	Fl#ST174				A92514B	1CYCCL482VT042678	56,000.00	FRONTLOAD
183	1997	1997	VOLVO	WG-64	W/CASCADE	CCCAB240	CABLE R/O SYS & TARP		A67073E	4VHJCCPE8VN857081	50,000.00	ROLLOFF
183	1997	1997	VOLVO	WG-64	W/CASCADE	CCCAB240	CABLE R/O SYS & TARP		A01799V	4VHJCCPEXVN857079	50,000.00	ROLLOFF
183	1998	1998	INT'L	F#D108					A64099C	1HTRCAAL5WR533523	32,000.00	FORK TRUCK
183	1998	1998	Peterbilt	Rolloff	Fl#MV118				A53278R	1NPZL90X0WD710705	52,000.00	ROLLOFF
183	1999	1999	CRANE	CARRIER	MDL LDT 45	CHAS	W/33YD S/L BDY		A92554F	1CYCCC481YT044488	52,000.00	REFUSE
183	1999	1999	PETERBILT	W/ 33YD	WITTKE	S/L BDY			A92854F	1CYCCC481YT044491	52,000.00	REFUSE
183	1999	1999	PETERBILT	W/ 33YD	WITTKE	S/L BDY			A92852F	1CYCCC483YT044489	52,000.00	REFUSE
183	1999	1999	CRANE	CARRIER	LDT 45	W/33YD	S/L BDY		A92555F	1CYCCC48XYT044487	52,000.00	REFUSE
183	1999	1999	PETERBILT	W/ 33YD	WITTKE	S/L BDY			A92853F	1CYCCC48XYT044490	52,000.00	REFUSE
183	1999	1999	VOLVO	MDL	WXLL64	CHAS			A26280F	4VMHCFMPE9XN785106	52,000.00	SIDELOAD
183	1999	1999	VOLVO	MDL	WXLL64	CHAS	W/ 40YE WITTKE STARLIGHT F/L BDY		A26203F	4VMHCFMUE2XN787140	52,000.00	FRONT LOAD
183	2000	2000	Crane	Carrier					A92794F	1CYCC481YT044507	52,000.00	SIDELOAD
183	2004	2004	MACK	CV713	ROLL OFF	TRUCK			A48312T	1M2AG12C24M010942	52,000.00	ROLL OFF
197	1985	1985	PETERBILT	FF701842	DYNO				A94119A	3NMVLAOX5FF701842	52,000.00	ROLLOFF
197	1986	1986	CRANE	CARRIER	LET 40	MAXON	38YD		A30840P	1CYCCH283GT035337	52,000.00	RECYCLE
197	1987	1987	CCC	FL	LET 40	W/38YD	MAXON L065121876		A76747A	1CYCCB287HT035999	54,000.00	FRONTLOAD
197	1988	1988	CCC	SL	LET40	W/ 25YD	LEACH		05277N	1CYCCM289JT036587	52,000.00	REARLOAD
197	1989	1989	CCC	IRS	W/20YD	CCC	090018		A95205C	1CYHAA386KT090018	40,000.00	REARLOAD
197	1990	1990	INT'L	TRACTOR	#112				74195X	1HSSCCFL9LH237201	16,000.00	DELIVERY
197	1990	1990	PETERBILT						26628T	1XPZH77X0LD704982	40,000.00	SIDELOAD
197	1990	1990	FORD	F150	(GENE TACKETT)				97019R	25THF25G3LCB29883	8,000.00	PICKUP
197	1991	1991	CCC	IRL	S/N211412				A64068C	1CYHCM288MT090053	50,000.00	REARLOAD
197	1991	1991	INT'L	RECYCLE					32082T	1HTSDNSN7MH376640	34,000.00	RECYCLER
197	1991	1991	PETERBILT	320TRK	MAGNUM				76634R	1XPZL50XOMD705780	40,000.00	SIDELOAD
197	1992	1992	CRANE	LET40	W/38YD	MAXON	L022477-00		81722U	1CYCCP488NT039419	50,000.00	FRONTLOAD
197	1992	1992	INT'L	4900	NAVISTAR	RECYCLE	W/30YD	LABRIE TSR42COE	85554U	1HTSDPNN0NH459602	34,000.00	RECYCLER
197	1992	1992	WHT	EXP	W/38YD	MAXON	L03247702		43417V	4V2HCFME4NN651237	50,000.00	FRONTLOAD
197	1993	1993	CRANE	CARRIER	LET42	W/ 25YD	LEACH BDY		27009Y	1CYCCB48XPT039914	48,000.00	REARLOAD
197	1993	1993	FORD	F-350	W/ OMAHA	DUMP			A27955F	1FDKF37M5FPNB37106	18,000.00	DUMP
197	1993	1993	WHITE	GMC	ROLL OFF	W/ CASCON	HYDRAULIC TARP KIT		A99614S	4VDFCFMEXR672940	52,000.00	ROLLOFF

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

RABANCO, LTD.

(Buyer)

and

WASTE MANAGEMENT OF WASHINGTON, INC.

(Seller)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is executed and delivered as of September 3, 2004, between **RABANCO, LTD.**, a Washington corporation ("Buyer"), and **WASTE MANAGEMENT OF WASHINGTON, INC.**, a Delaware 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 Issaquah, as indicated on the map attached as Exhibit A-1; (ii) the WUTC territory within unincorporated King County adjacent to the City of Bellevue, as indicated on the map attached as Exhibit A-2; (iii) the WUTC territory within unincorporated King County east of the City of Kent, as indicated on the map attached as Exhibit A-3; and [REDACTED] (v) the WUTC territory within the incorporated municipal boundaries of the City of SeaTac (the "SeaTac Business" and collectively with (i) through (iv) above, the "Business").

B. The parties acknowledge that as to the SeaTac 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 SeaTac.

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. Defined Terms. Capitalized terms not otherwise defined shall have the meanings assigned to them in Exhibit B.

ARTICLE 2
DESCRIPTION OF ASSETS

Section 2.1. Description of Assets. 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 Exhibit A (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; (f) Seller's existing arrangement with the Port of Seattle, Sea-Tac Airport to handle "special waste" consisting of marpole waste from incoming aircraft; and (g) all other assets, properties and contractual rights not described in Section 1.1.

ARTICLE 3 **PURCHASE PRICE**

Section 3.1. Purchase Price. Subject to adjustment pursuant to the terms of this Agreement, Buyer shall pay to Seller \$ [REDACTED] for the Assets (the "Purchase Price") by wire transfer of immediately available funds on [REDACTED].

Section 3.2. Purchase Price Adjustments.

(a) Prorations. 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) Payments for Services. 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. Like-Kind Exchange. 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. Time and Place of Closing. Unless otherwise agreed to by the parties, the Transactions shall be closed immediately in the case of the SeaTac 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 tranches. The date on which each Closing occurs is referred to as a "Closing Date."

Section 4.2. Deliveries by Seller. 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 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. Deliveries by Buyer. 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. Further Assurances. 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 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) 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. Binding Effect. This Agreement is the valid and binding obligation of Seller, enforceable against it in accordance with its terms.

Section 6.3. Certificates. 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 Schedule 6.3, 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. Litigation. 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. Conduct of Seller's Business Since January 1, 2004. 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. Hazardous Materials; Disposal Sites. 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. Schedule 6.7 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 Schedule 6.7, 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. Corrupt Practices. 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. Revenue. The revenue for the Business for the 12 months before the date of this Agreement is equal to the amount set forth on Schedule 6.9.

Section 6.10. Complete Disclosure. 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 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) 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. Binding Effect. 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. Activities of Seller Prior to Closing. 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. Prohibited Activities Prior to Closing. 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. Contact with Government Officials and WUTC. 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 the 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. Public Announcements. 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. Representations and Warranties. 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. Consents. 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. Approval by WUTC. 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, have been duly transferred to Buyer.

Section 9.4. No Adverse Proceeding. 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. 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 9.6. 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 9.7. Disclosure Schedules. 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 9.8. Deliveries by Seller. Seller shall have delivered or shall be prepared to deliver the items set forth in Section 4.2

Section 9.9. Deliveries by Buyer. Buyer shall have delivered or shall be prepared to deliver the items set forth in Section 4.3.

Section 9.10. General. 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 (j) any Liabilities of Seller related to or arising from Seller's disposal of waste at the following landfills: (i) [REDACTED], (ii) [REDACTED], (iii) [REDACTED] and (iv) [REDACTED]. Seller agrees that it shall pay and discharge all such Liabilities as and when they become due and payable.

Section 10.2. Assumption of Obligations. 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**

Section 11.1. Survival of Representations, Warranties and Covenants. All of the representations, warranties and covenants of any party to this Agreement contained in this Agreement and the Liabilities and obligations of the parties with respect thereto shall survive the Closing for [REDACTED] provided, however, that the representations and warranties in (a) Section [REDACTED] shall survive for a period of [REDACTED], (b) Section [REDACTED] shall survive for a period of [REDACTED], and (c) Sections [REDACTED] 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. Indemnification by Seller. 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. Indemnification by Buyer. 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. Limitation on Liability. 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 \$[REDACTED], at which time the indemnification obligations shall be effective as to all amounts, including the initial \$[REDACTED]. Further, the indemnification obligations set forth in this Article 11 shall be limited to an aggregate amount not to exceed [REDACTED]. The foregoing indemnification threshold and cap shall not apply to the 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. Indemnification Procedure Between Buyer and Seller. 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 indemnification. Upon receipt of any Dispute Notice, the Indemnified Party and the 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. Indemnification Procedure with Respect to Third Party Claims.

(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.

(b) The Indemnifying Party will have the right to defend the Indemnified 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) Determination of Losses. 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. Termination by Buyer. 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. Termination by Seller. 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. Effect of Termination. 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.

ARTICLE 14 **GENERAL**

Section 14.1. Assignment; Binding Effect; Amendment. 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. Entire Agreement. 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. Counterparts. 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. No Brokers. 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. Notices. 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:

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) 322-2107

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

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

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

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. No Waiver. 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 or default occurring before or after that waiver.

Section 14.9. Captions. 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. Severability. 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. Knowledge as a Defense. 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 Waste Management Assets)

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


BUYER:

Rabanco, Ltd.

By: _____
Name: _____
Its: _____

SELLER:

Waste Management of Washington, Inc.

By: 
Name: JOE CASSIN
Its: VP of BUSINESS DEVELOPMENT, WESTERN GROUP