

TG-143973



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APPLICATION FOR A SOLID WASTE COLLECTION COMPANY CERTIFICATE

Type of Solid Waste Authority Requested	Fee Required
<p><u>Permanent Authority</u> – (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form. (<u>WAC 480-70-091</u>)</p> <p><input type="checkbox"/> New Certificate</p> <p><input type="checkbox"/> Extension of Certificate G-_____</p> <p><input checked="" type="checkbox"/> Transfer of authority – Certificate G-48</p> <p style="padding-left: 20px;"><input type="radio"/> Complete Attachment B</p> <p><input type="checkbox"/> Lease of authority – Certificate G-_____</p> <p style="padding-left: 20px;"><input type="radio"/> Complete Attachment B</p> <p><input type="checkbox"/> Reinstatement of cancelled authority – Certificate G-_____ (must be filed within 30 days of cancellation). Include a statement justifying the reinstatement and complete sections 1, 2, and 8</p>	<p>\$200</p>
<p><u>Temporary Authority</u> – (<u>WAC 480-70-131</u>)</p> <p><input type="checkbox"/> New temporary authority</p> <p style="padding-left: 20px;"><input type="radio"/> Complete Attachment A</p> <p><input type="checkbox"/> Temporary authority to operate pending a commission decision on a concurrently filed certificate application.</p> <p><input type="checkbox"/> Expedited temporary authority – to meet an immediate or urgent need for a period of not more than 30 days</p> <p style="padding-left: 20px;"><input type="radio"/> Complete Attachment A</p>	<p>\$25</p>
<p><u>Name Change</u> – (<u>WAC 480-70-121</u>) There can be no change in ownership.</p> <p><input type="checkbox"/> Change of corporate name</p> <p><input type="checkbox"/> Change of trade name</p> <p><input type="checkbox"/> Addition or new trade name</p> <p><input type="checkbox"/> Change of surname of an individual owner or partner</p> <p style="padding-left: 20px;"><input type="radio"/> Complete Attachment C</p>	<p>\$35</p>
<p><u>Mortgage</u> – including requests for permission to mortgage or otherwise encumber a certificate (<u>WAC 480-70-116</u>)</p> <p style="padding-left: 20px;"><input type="radio"/> Complete Attachment D</p>	<p>\$35</p>

FOR OFFICIAL USE ONLY			
Date Filed: 11/24/14	Insurance:	Dock: 11744	Cert Issued: G- 48
Staff Assigned:	Tariff: Adopting	ID #: 11744	Map:
DOL/SOL: [Signature]	Receipt ID: 52899	227 02 032-05	Related App ID#:

11-24-14 001 111 0248 227 02 \$200.00

SECTION 1 – APPLICANT INFORMATION

Legal Name of Applicant: **Columbia River Disposal, Inc.**

Trade Name(s) (if applicable): _____

Business Address

Mailing Address (if different from Business Address)

Street: **3 Waterway Square Place, Suite 310**

Street: _____

City/State/Zip: **The Woodlands, TX 77380-3488**

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____ USDOT number: _____

SECTION 2 – BUSINESS INFORMATION

Unified Business Identifier #: **603430603**

State of Inc. **WA**

Type of business structure: Individual Partnership Corporation Other (LP, LLP, LLC)

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

<u>Name</u>	<u>Title</u>	<u>Stock Distribution or % of Shares</u>
Waste Connections, Inc.	_____	100%

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

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

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

No Yes If yes, please explain: _____

Indicate the commodity to be hauled: **Solid Waste**

Please describe the territory in which you wish to operate, include the name, address, and county for disposal of waste and the name, address and county where residential recycling materials will be delivered. (NOTE: Territory must be described using boundaries such as streets, avenues, roads, highways, townships, ranges, city limits, county boundaries or other geographic description:

See geographic scope of authority in G-48 and Commission maps on WUTC website.

Please attach a map that meet the requirements of WAC 480-70-056 and clearly shows the territory described above.

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

Proposed transferee is fit, willing and able to conduct the proposed operations and based on its affiliates' experience and infrastructure granting the application is fully consistent with the public interest.

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

Columbia River Disposal Company, Inc. is a Waste Connections Company whose affiliates have operated under Commission jurisdiction for almost two decades.

Have you been cited for violation of state laws or Commission rules? No Yes

If yes, please explain: _____

SECTION 3 – FINANCIAL STATEMENT

Please include a Balance Sheet, Profit and Loss Statement, or business plan.

ASSETS		LIABILITIES	
Cash in Bank	\$0	Salaries/Wages Payable	\$0
Accounts Receivable	\$0	Current Liabilities	\$126,808
Other Current Assets	\$126,808	Debt	\$1,451,558
Prepaid Expenses	\$0	TOTAL LIABILITIES	\$1,451,558
Land and Buildings	\$0	NET WORTH	
Trucks and Trailers	\$80,000	Preferred Stock	\$0
Office Furniture	\$5,000	Common Stock	\$0
Other Equipment	\$90,600	Retained Earnings	\$0
Other Assets	\$1,224,400	Capital	\$0
TOTAL ASSETS	\$1,578,366	TOTAL LIABILITIES AND NET WORTH	\$1,578,366

PROFIT AND LOSS STATEMENT	
Revenue:	\$ 660,092
Operating Expenses:	
Disposal	\$ 81,694
Labor	\$ 186,289
Truck Repair	\$ 114,794
Other Operating	\$ 81,726
Insurance	\$ 28,033
General and Administrative	\$ 149,322
Total Operating Expenses	\$ 641,858
EBITDA	\$ 18,234

SECTION 4 - RATES AND TARIFFS

Is this application to operate under a contract? No Yes If yes, submit a copy of each contract under which service will be performed. The contract must contain all the elements states in WAC 480-70-146.

If this application is for temporary authority, a new certificate, or extension of existing certificated authority, you must attach a copy of your proposed tariff using either the standard tariff format included in this package, or an approved alternate format. All tariffs must comply with the provisions of WAC 480-70-226 through WAC 480-70-351.

If this application is for a transfer or lease of authority from an existing certificate, you must either file a new tariff at the same rate levels as on file, or you must adopt the current certificate holder’s tariff. To file a new tariff, use the standard tariff format (www.utc.wa.gov) or you must seek approval to use an alternate format.

Indicate which option you will use: Check one - Adopt File New Tariff

SECTION 5 - EQUIPMENT LIST

Describe the equipment that will be used (attach additional sheets if necessary)

Ownership: Lease, own, or plan to purchase?	Year	Make	License Number	Vehicle ID number	Gross Vehicle Weight	Type of Vehicle
Purchase	2008	Peterbilt	Not Available	3BPZL09X08F718613	Not Available	Rear Load
Purchase	1997	Peterbilt	Not Available	1NPZKA8X0VD710257	Not Available	Rear Load
Purchase	2002	Ford	Not Available	1FTPF18L82NA88562	Not Available	Pick Up
Purchase	1990	International	Not Available	2HSFHAGR1LC040847	Not Available	Roll Off
Purchase	1997	Volvo	Not Available	Not Available	Not Available	Rear Load
Purchase	1987	Mack	Not Available	1M2K130CXHM002937	Not Available	Roll Off
Purchase	1991	White	Not Available	4V2HKFAD8MU507483	Not Available	Rear Load

SECTION 6 - SAFETY AND OPERATIONS

<p>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.</p>	
SAFETY RESPONSIBILITIES	
<p>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.</p>	
Name: Erwin Swetnam	Position: District Manager
<p>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.</p>	
Name: Erwin Swetnam	Position: District Manager
<p>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.</p>	
Name: Erwin Swetnam	Position: District Manager
<p>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).</p>	
Name: Erwin Swetnam	Position: District Manager
<p>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.</p>	
Name: Erwin Swetnam	Position: District Manager
OPERATIONAL RESPONSIBILITIES	
<p>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.</p>	
Name: Heather Garland	Position: Financial Analyst
<p>ANNUAL REPORTS and REGULATORY FEES (WAC 480-70-071 & 076) Companies must annually file a report of their financial operations and pay regulatory fees.</p>	
Name: Heather Garland	Position: Financial Analyst
<p>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.</p>	
Name: Erwin Swetnam	Position: District Manager
<p>CUSTOMER SERVICE –Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans.</p>	
Name: Erwin Swetnam	Position: District Manager
<p>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, <u>but not limited to</u>: 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, Internal Revenue Service (taxes); and Employment Security.</p>	
Name: Erwin Swetnam	Position: District Manager

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:	Attorney's phone number:
Attorney's address:	Fax Number:
	E-mail:

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 collections 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.

Printed name of applicant: Derek Ranta

Signature of application:  Title: Division Vice President

Date: 11/20/14 County/State: Clark County/Washington

SKAMANIA COUNTY SANITARY SERVICE, IN
P.O. BOX 6
BINGEN, WA 98605

PERMIT NO.
G-48
D-2

THIS CERTIFICATE SUBJECT TO MORTGAGE IN FAVOR OF THE KLIKITAT VALLEY BANK AS PARTIAL SECURITY FOR A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$240,000 AUTHORIZED BY COMMISSION ORDER M.V.G. NO. 1243 DATED FEBRUARY 26, 1988.

GARBAGE AND REFUSE COLLECTION SERVICE in Skamania County from within the following described area: Starting at the point where the Clark- Skamania County Line intersects with the north bank of the Columbia River; thence north along said county line to the northwest corner of Section 30, T. 3 N., R. 5 E.; thence east along the north line of said Section 30 extended to the southwest corner of the southeast 1/4 of Section 22, T. 3 N., R. 5 E.; thence north along the west line of southeast 1/4 of said Section 22 to the northwest corner of southeast 1/4 of Section 22; thence east along the north line of southeast 1/4 of said Section 22 to the east line of Section 22, T. 3 N., R. 5 E.; thence north along the east line of said Section 22 to the northwest corner of Section 2, T. 3 N., R. 5 E.; thence east along the north line of said Section 2 extended to the west line of R. 7 E.; thence north along said line to the north line of T. 5 E.; thence east along said line to the east line of R. 7-1/2 E.; thence south along said line to the north line of T. 3 N.; thence east along said line to the northeast corner of Section 4, T. 3 N., R. 9 E.; thence south along the east line of said Section 4 extended to the northeast corner of Section 16, T. 3 N., R. 9 E.; thence east along the north line of said Section 16 extended to the northeast corner of Section 13, T. 3 N., R. 9 E.; thence south along the east line of said Section 13 extended to the north bank of the Columbia River; thence southwesterly along said river bank to the Clark-Skamania County line, the place of beginning.

MVG No. 1243

03-16-88

ASSET PURCHASE AGREEMENT

Dated as of October 31, 2014, by and among

Columbia River Disposal, Inc.,

Skamania County Sanitary Services, Inc. and Bingen Garbage Service,

and

the Estate of William Hearn, Holly Ann Lucatero, and Sarah Mae Hearn

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GLOSSARY

The definitions of the terms used below can be found on the page indicated.

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of October 31, 2014, is entered into by and among Columbia River Disposal, Inc., a Washington corporation ("Buyer"), Skamania County Sanitary Services, Inc., a Washington corporation ("Skamania"), and Bingen Garbage Service, a sole proprietorship ("Bingen" and together with Skamania, the "Sellers"), and the Estate of William Hearn, Holly Ann Lucatero, and Sarah Mae Hearn (the "Stakeholders").

WHEREAS, Sellers are engaged in the refuse collection and disposal business in the Counties of Skamania and Klickitat, in the state of Washington, under the assumed business names Skamania County Sanitary Services, Inc. and Bingen Garbage Service (the "Business");

WHEREAS, the Stakeholders own, or have a beneficial interest in, all of the issued and outstanding capital stock and/or the assets of Sellers; and

WHEREAS, Buyer wishes to purchase, and Sellers wish to sell, all of the assets and goodwill of the Business.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, the parties hereto, each intending to be bound hereby, agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Sale and Transfer of Assets. Subject to and in accordance with the terms and conditions of this Agreement, at the Closing, Sellers and/or the Stakeholders shall convey, transfer, deliver and assign or cause to be conveyed, transferred, delivered and assigned to Buyer, and Buyer shall accept from Sellers, all of the assets (other than the Excluded Assets) of the Business, including without limitation the specific assets listed on Schedule 1.1 and those more broadly described below (collectively, the "Assets"):

(a) all Permits and all of Sellers' and/or the Stakeholders' right, title and interest in and to all copyrights, trade secrets, proprietary rights, trademarks, service marks, symbols, logos, trade names and fictitious business names used in connection with the Business and of Sellers and/or the Stakeholders and the goodwill associated therewith, including "Bingen Garbage Service," "Skamania County Sanitary Services" and any variation thereof;

(b) all customer accounts and customer lists of Sellers related to the Business;

(c) all accounts receivable of Sellers and/or the Stakeholders with respect to the Business earned prior to the Closing Date and collectible on or after the Closing Date ("Accounts Receivable");

(d) all payments, deposits and credits in respect of services and operations of the Business performed or to be performed on or after the Closing Date ("Deferred Revenue");

(e) all rights, title and interest in and to any recurring or other customer credit card deposits or payments, ACH payments, checks and other amounts received or to be received by or otherwise payable to Sellers, the Stakeholders or their respective Affiliates with respect to services and operations of the Business or Assets performed or to be performed on or after the Closing Date; and

(f) all goodwill of the Business.

Buyer shall not acquire any of the following (collectively, the "Excluded Assets"): (A) any of the assets listed on Schedule 1.1 as Excluded Assets or any liabilities associated therewith, or (B) any employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other stock-based incentive, severance, change-in-control or termination pay, hospitalization or other medical, disability, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, program, agreement or arrangement and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by Seller, or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with Seller would be deemed a "single employer" within the meaning of Section 4001(b)(1) of the Employment Retirement Income Security Act of 1974, as amended, or treated as a single employer under Section 414(b), (c) or (m) of the Internal Revenue Code of 1986, as amended, for the benefit of any current or former employee, independent contractor or director of Seller or any ERISA Affiliate (the "Plans").

1.2 Assumption by Buyer of Assumed Contracts. Buyer hereby assumes and agrees to perform and discharge, effective after the Closing, all of the obligations and commitments of Sellers accruing after the Closing under or with respect to each contract, lease, agreement, customer account, commitment and arrangement identified on Schedule 1.2 (the "Assumed Contracts"), but not including any obligation or liability for any breach thereof occurring on or prior to the Closing, including in connection with the consummation of the transactions contemplated hereby.

1.3 Excluded Liabilities. Except as provided in Section 1.2, regardless of any disclosure to Buyer, Buyer shall not assume or be bound by any other duties, responsibilities, obligations, indebtedness, orders, penalties or liabilities or damages of Sellers or to which Sellers or any of the Assets or the Business may be bound, subject or affected, of whatever kind or nature, whether known, unknown, contingent or otherwise, arising before, on or after the Closing Date or in connection with the consummation of the transactions contemplated hereby (including without limitation any wages, accrued vacation and sick leave benefits, any reserve for unpaid taxes and any other current liabilities of whatsoever nature or kind, any Closing Date Debt, Litigation, damages arising under, relating to or incurred in connection with any Plan, trade payables, taxes arising from the operation of the Business or sales taxes arising from the sale of the Assets) (collectively, the "Excluded Liabilities").

1.4 Purchase Price.

- (a) The purchase price (the "Purchase Price") for the Assets is:
- (i) minus any Closing Date Debt, (ii) plus

or minus, as applicable, that amount by which (A) the Closing Date A/R Value (as defined below) exceeds the Closing Date Deferred Revenue (as defined below) (the "A/R Surplus") or (B) the Closing Date A/R Value is less than the Closing Date Deferred Revenue (the "A/R Deficit").

(b) At Closing, the following portion of the Purchase Price shall be paid to Sellers in immediately available funds by wire transfer or check payable in clearinghouse funds:

(i) minus any Closing Date Debt, (ii) minus the A/R Deficit, if any, and (iii) minus seventy-five thousand Dollars (\$75,000) (the "Holdback Amount"). The Holdback Amount shall be paid to Sellers only if and to the extent determined to be payable pursuant to Section 1.5. The amount of the Closing Date Debt shall be listed on Schedule 3.10.

(c) At least three (3) days prior to the Closing Date, Sellers shall deliver to Buyer Schedule 1.4(c) which shall set forth, among other items, an estimate of (i) the aggregate amount of any Deferred Revenue as of the Closing Date (the "Closing Date Deferred Revenue"), (ii) the aggregate A/R Value of any Accounts Receivable as of the Closing Date (including a list of all customer names and balances owed thereby) (the "Closing Date A/R Value"), and (iii) the amount of any A/R Surplus or A/R Deficit.

(d) For purposes of this Agreement, "A/R Value" means, the value of the Accounts Receivable as of the Closing Date, reduced in accordance with the following formula: (i) for all Accounts Receivable less than 61 days old, 0% reduction; (ii) for all Accounts Receivable from 61 to 90 days old, 25% reduction, (iii) for all Accounts Receivable 91 to 120 days old, 50% reduction, (iv) for all Accounts Receivable more than 120 days old, 100% reduction, and (v) for any Accounts Receivable as to which collection is determined to be in doubt, a reduction to be mutually agreed by Buyer and Sellers and set forth on Schedule 1.4(c).

(e) Within sixty (60) days after the Closing, Buyer shall determine the actual Closing Date Debt, Closing Date A/R Value and Closing Date Deferred Revenue (the "True Up Calculations"). After the True Up Calculations are finally determined, any difference between the estimated and the actual Closing Date Debt, and the estimated and the actual A/R Deficit or A/R Surplus, as applicable, will be reconciled, and any finally adjusted amount determined to be owed based on the True Up Calculations will be paid by Buyer to Sellers or by Sellers to Buyer, as applicable, within 2 business days following such determination.

1.5 Holdback Amount. During the General Survival Period (as defined in Section 9.5), the Holdback Amount shall serve as a source of recovery for the indemnification obligations of the Buyer Indemnitees (as defined in Section 9.1) pursuant to Section 9. Following the expiration of the General Survival Period, the Buyer shall, within ten (10) business days, cause the remaining Holdback Amount, if any, to be distributed to Seller.

1.6 Certain Taxes. Sellers shall pay any and all sales, use, excise, transfer and conveyance taxes payable or assessable in connection with or as a result of the transfer of the Assets under the terms of this Agreement and the transactions contemplated hereby. Buyer shall not be responsible for any business, occupation, withholding, possessory interest or similar tax or assessment or any other tax or fee of any kind relating to any period on or prior to the Closing

Date with respect to Sellers, the Assets or the ownership, operation or management of the Business.

1.7 Allocation of Purchase Price. Ten thousand Dollars (\$10,000) of the Purchase Price shall be allocated to the Restrictive Covenants and the balance of the Purchase Price shall be allocated among the assets as set forth on Schedule 1.7. This allocation shall be binding on the parties. Notwithstanding the foregoing, Buyer shall not be limited to the amount allocated to the Restrictive Covenants for damages arising from breach of the Restrictive Covenants by the Sellers, the Stakeholders or their respective Affiliates.

1.8 Reimbursement for Certain Containers. At Closing, Buyer shall reimburse Sellers for the invoiced cost of two (2) 30-yard drop boxes in an amount not to exceed ten thousand dollars (\$10,000), subject to Sellers' providing Buyer with valid receipts documenting such purchases.

2. CLOSING TIME AND PLACE

2.1 Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated herein (the "Closing") shall take place as promptly as practical (but in any event no later than five (5) business days) after the date on which the last of the conditions set forth in Sections 6 and 7 is fulfilled or waived or on such other date as Buyer and the Stakeholders shall agree (the "Closing Date"). The Closing shall take place at 10:00 a.m. California time at the Law Offices of Shartsis Friese LLP, One Maritime Plaza, Eighteenth Floor, San Francisco, California 94111, or at such other time or place as Buyer and the Sellers shall agree, provided that, for financial reporting purposes, the Closing shall be deemed to have occurred at 12:01 a.m. on the Closing Date. At the Closing, Buyer and Sellers shall deliver to each other the documents, instruments and other items described in Section 8 of this Agreement. At the election of Buyer and Sellers, the Closing of this transaction may take place through an exchange of consideration and documents using overnight courier service, facsimile or electronic transmission.

2.2 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement and the obligations of the parties hereunder may be terminated on or prior to Closing as follows:

(a) By Sellers or the Stakeholders (i) in the event the transactions contemplated by this Agreement have been prohibited or enjoined by reason of any final, unappealable judgment, decree or order entered or issued by a court of competent jurisdiction in litigation or proceedings involving any of the parties hereto that was not entered at the request or with the support of Sellers or the Stakeholders and if Sellers and the Stakeholders shall have used reasonable efforts to prevent the entry of such order; (ii) in the event Buyer breaches a representation or warranty of Buyer contained in this Agreement which has not been cured and is not capable of being cured prior to the earlier of (A) the expiration of thirty (30) days after notice of such breach is given by Sellers or the Stakeholders to Buyer and (B) the Termination Date; or (iii) if Buyer fails to perform in any material respect any of its covenants contained in this Agreement required to be performed prior to the Closing and does not cure such failure prior to

the earlier of (A) thirty (30) days after written notice of such failure is given in writing to Buyer by Sellers or the Stakeholders and (B) the Termination Date.

(b) By Buyer (i) in the event the transactions contemplated by this Agreement have been prohibited or enjoined by reason of any final, unappealable judgment, decree or order entered or issued by a court of competent jurisdiction in litigation or proceedings involving any of the parties hereto that was not entered at the request or with the support of Buyer and if Buyer shall have used reasonable efforts to prevent the entry of such order; (ii) in the event any Seller or Stakeholder breaches a representation or warranty of a Seller or a Stakeholder, respectively, contained in this Agreement which has not been cured and is not capable of being cured prior to the earlier of (A) expiration of thirty (30) days after written notice of such breach is given by Buyer to Sellers and the Stakeholders and (B) the Termination Date; or (iii) if any Seller or Stakeholder fails to perform in any material respect any of their respective covenants contained in this Agreement required to be performed by a Seller or Stakeholder prior to the Closing and Sellers or the Stakeholders, as the case may be, do not cure such failure prior to the earlier of (A) thirty (30) days after written notice of such failure is given in writing to Sellers or the Stakeholders by Buyer and (B) the Termination Date; or (iv) if Buyer is not satisfied in its sole and absolute discretion with the due diligence materials or schedules supplied by Sellers or the Stakeholders, which dissatisfaction has not been corrected by Sellers and the Stakeholders to Buyer's satisfaction in its sole and absolute discretion at least five (5) business days prior to the Closing.

(c) By Buyer or Sellers or the Stakeholders if the Closing hereunder shall not have taken place by December 31, 2014, or, by such later date as shall be agreed on by an appropriate amendment to this Agreement (the "Termination Date"), unless Sellers and the Stakeholders have not then obtained all of the consents required by Section 6.7, in which event this Agreement shall terminate ten (10) days after written notice from Buyer to Sellers or ten (10) days after the later of (i) if any such consent is denied, the latest time for filing any appeal or further appeal of such denial has lapsed; and (ii) if any such consent is denied and such denial is appealed, the day the last appeal of such denial has been dismissed, refused or decided adversely to Sellers; provided that a party shall not have the right to terminate under this Section 2.2(c) if the conditions precedent to such party's obligation to close have been fully satisfied and such party has failed or refused to close after being requested in writing to close by the other party.

(d) Buyer, Sellers and the Stakeholders may terminate this Agreement by mutual written consent.

2.3 Notice and Effect of Termination. On termination of this Agreement, the transactions contemplated herein shall forthwith be abandoned and all continuing obligations of the parties under or in connection with this Agreement shall be terminated and of no further force or effect; provided, however, that nothing herein shall relieve any party from liability for any misrepresentation, breach of warranty or breach of covenant contained in this Agreement prior to such termination. Notwithstanding the foregoing, the confidentiality obligations set forth in Sections 5.4 and 10.2 shall survive the termination of this Agreement for any reason. If this Agreement has terminated due to the breach of any party, such party shall remain liable for any damages arising from such breach.

3. REPRESENTATIONS AND WARRANTIES OF SELLERS AND THE STAKEHOLDERS

Sellers and the Stakeholders, jointly and severally, (i) represent and warrant that each of the following representations and warranties is true and complete as of the date of this Agreement (the "Signing Date") and will be true and correct as of the Closing with respect to the Sellers or the Stakeholders, as the case may be, and (ii) agree that such representations and warranties shall survive the Closing.

3.1 Standing and Authority for Business. Skamania is duly organized, validly existing and in good standing under the laws of the State of Washington. Bingen validly operates as a sole proprietorship under the laws of the State of Washington. Sellers conduct no business or activities outside the State of Washington. Sellers have full power and authority to own the Assets and to operate the Business as now conducted, and Sellers have operated the Business in compliance with all laws and regulations applicable to the Business.

3.2 Authority for Agreement; Ownership. Sellers and the Stakeholders have full right, power and authority to enter into this Agreement and to perform its and their obligations hereunder. This Agreement has been duly and validly authorized by Sellers and duly and validly executed and delivered by Sellers and the Stakeholders, and, subject to the due authorization, execution and delivery by Buyer, constitutes the legal, valid and binding obligation of Sellers and the Stakeholders, enforceable against Sellers and the Stakeholders in accordance with its terms. The Stakeholders are the only shareholders, owners or beneficiaries of Sellers and no person owns any shares of capital stock or interest of whatsoever kind or has any option, warrant or other right to own or purchase any capital stock of whatsoever kind of Sellers. No spouse of any Stakeholder that is a natural person and married has any community property or other interest of whatsoever nature or kind in or to any of Sellers' shares of capital stock or any proceeds to be received from the ownership thereof. Sellers are the sole owners of the Business and no person owns any right, title or interest in or to the Business or Assets or any right to receive any part thereof or interest therein.

3.3 No Breach or Default. The execution and delivery by Sellers and the Stakeholders of this Agreement, and the consummation by Sellers and the Stakeholders of the transactions contemplated hereby, will not:

(a) result in the breach of any of the terms or conditions of, or constitute a default under any obligation by which Sellers, any Stakeholder, or any of the Assets, is or may be bound or affected;

(b) violate any law or any order, writ, injunction or decree of any court, administrative agency or governmental authority, or require the approval, consent or permission of any governmental or regulatory authority; or

(c) violate the Articles or Certificate of Incorporation or Bylaws of Skamania.

3.4 Title. Neither Sellers nor any Stakeholder has made any prior sale, assignment, transfer or other disposition of any of the Assets or any of the Assumed Contracts to

any person, firm or association. Sellers have all requisite power, capacity and authority to own and hold, and has good and marketable indefeasible title to, all of the Assets. At the Closing, Buyer will acquire good and marketable indefeasible title to all of the Assets, subject to no liens or encumbrances.

3.5 Condition of the Assets. Except as set forth on Schedule 3.5, the Assets set forth on Schedule 3.5 are in operable condition and all other Assets are provided “as is.” The Assets constitute all of the assets owned by Sellers that are used or necessary to conduct and operate the Business as it is presently conducted and operated (other than those assets set forth on Schedule 1.1 as the Excluded Assets).

3.6 Litigation. Schedule 3.6 lists all claims, suits and proceedings or governmental investigations or inquiries, either administrative or judicial (“Litigation”), pending, or to the knowledge of Sellers or any Stakeholder, threatened, against any of the Assets or any operations or personnel of Sellers (while acting as an agent of either Seller). Schedule 3.6 includes a summary description of each such Litigation.

3.7 Liabilities. There are no liabilities, liens, pledges, encumbrances, claims, suits or proceedings on or related to the Assets or the Assumed Contracts, other than those disclosed on Schedules 1.4(b) and 3.6.

3.8 Permits and Licenses. Sellers have obtained the consent of any and all governmental agencies or other third parties necessary to effect a direct or indirect transfer of any Assumed Contracts and any material permits, licenses, franchises or authorizations relating to the Assets (the “Permits”) required as a result of the consummation of the transactions contemplated by this Agreement. All of the Assumed Contracts and Permits are and will be adequate for the use of the Assets as presently used and are valid and in full force and effect. Except as set forth on Schedule 3.8, neither Sellers nor any Stakeholder has knowledge of any reason why all Assumed Contracts and Permits and agreements will not remain in effect after consummation of the transactions contemplated hereby.

3.9 Contracts, Accounts Receivable and Deferred Revenue. Schedule 1.2 lists, and includes copies of, all material contracts and agreements, and written summaries of principal terms of all material oral agreements to which Sellers are a party or by which any of the Assets is bound, including, but not limited to, (a) franchises and service agreements pursuant to which Sellers are authorized to collect and haul industrial, commercial and residential solid waste, (b) leases, (c) joint venture or partnership agreements, (d) indemnification agreements, guarantees, suretyships or obligations to assume or incur any obligation of a third party, (e) contracts with any labor organizations, (f) employment agreements, (g) promissory notes, loan agreements, bonds, mortgages, deeds of trust, liens, pledges, conditional sales contracts or other debt or security agreements, and (h) non-competition, non-solicitation or similar agreements or any agreement that contains a non-competition, non-solicitation or similar provision related to the Business or the Assets, regardless of whether such agreements restrict or benefit Sellers, the Stakeholders, the Business or the Assets. Except as disclosed on Schedule 1.2, all of the Assumed Contracts are in full force and effect and binding on the parties thereto and no proceedings are pending or threatened that may result in the revocation, cancellation, suspension or adverse modification of the same. Except as described on

Schedule 1.2, neither Sellers nor any other parties to any of the Assumed Contracts, is in breach thereof, and none of the parties has threatened to breach any of the material provisions thereof or notified Sellers or any of the Stakeholders of a default thereunder, or exercised any options thereunder. Except as set forth on Schedule 1.2, none of the Assumed Contracts has been modified, amended, assigned or transferred and each is in full force and effect and is valid, binding and enforceable in accordance with its respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity. None of the Assumed Contracts is subject to any counterclaims or offsets, nor to any security interest, lien, encumbrance or claim of others created or suffered to exist on any interest created under any of the Assumed Contracts (except for those that result from or relate to leased assets). Schedule 1.4(c) is, or when delivered at the Closing will be, a good faith estimate of (i) the Closing Date Deferred Revenue, (ii) the Closing Date A/R Value, including the total outstanding balances, in aging groups, as necessary and appropriate to calculate the A/R Value for each and all customers of the Business (including all customer names and balances owed thereby), (iii) the amount of any A/R Surplus or A/R Deficit, and (iv) all recurring or other customer credit card deposits or payments, ACH payments, checks and other amounts received or to be received by or otherwise payable to Sellers or Sellers' Affiliates with respect to services and operations of the Business performed or to be performed on or after the Closing Date.

3.10 Closing Date Debt. The amount of the Closing Date Debt shall be listed on Schedule 3.10. For purposes of this Agreement, "Closing Date Debt" shall mean the sum of (i) the amount of the aggregate debt (including accounts payable and other current liabilities) of Sellers or the Stakeholders associated with the Assets and outstanding on the Closing Date that is to be assumed or repaid by Buyer at or immediately after the Closing and all prepayment penalties and costs incurred or to be incurred in connection with the repayment of any such debt; (ii) the aggregate amount of the present value as of the Closing Date of all lease obligations of Sellers or the Stakeholders associated with the Assets and that are not capitalized lease obligations, discounted at the lease rate factor, if known, inherent in the lease or, if the lease rate factor is not known, at the rate charged to Sellers or the Stakeholders by a third party lender in connection with its most recent borrowing to finance equipment; (iii) the aggregate amount of the present value as of the Closing Date of all capitalized lease obligations (determined in accordance with generally accepted accounting principles) of Sellers or the Stakeholders to the extent that the equipment subject to such lease obligations is included in the Assets; (iv) the aggregate amount of all undischarged judgments against Sellers or the Stakeholders that encumber the Assets; and (v) the aggregate amount of all obligations secured by tax liens against Sellers or the Stakeholders that encumber the Assets. The Closing Date Debt listed on Schedule 3.10 is an estimate of the Closing Date Debt and is subject to adjustment pursuant to Section 1.4(e). Schedule 3.10, when delivered at Closing, will include wire transfer instructions for creditors whose Closing Date Debt Buyer has designated for payment, and attached to Schedule 3.10 will be pay-off letters or instructions from such creditors in the form provided by Buyer's bank or acceptable to Buyer. On Buyer's payment of the Closing Date Debt associated with Sellers' or the Stakeholders' capitalized lease obligations, Sellers or the Stakeholders shall have good, marketable and unencumbered title to all Assets subject to such leases, and such title shall be transferred to Buyer pursuant to this Agreement.

3.11 Accurate and Complete Records. The books, ledgers, financial records and other records of Sellers relating to the Assets have been made available to Buyer and its agents at Sellers' offices or at the offices of Buyer's attorneys or Sellers' attorneys and have been, in all material respects, maintained in accordance with all applicable laws, rules and regulations.

3.12 Brokers; Finders. No person has acted directly or indirectly as a broker, finder or financial advisor for Sellers or any Stakeholder in connection with the transactions contemplated by this Agreement and no person is entitled to any broker's, finder's, financial advisory or similar fee or payment in respect thereof based in any way on any agreement, arrangement or understanding made by or on behalf of Sellers or any Stakeholder.

3.13 No Misleading Statements. The representations and warranties of Sellers and the Stakeholders contained in this Agreement, the Exhibits and Schedules hereto and all other documents and information furnished to Buyer and its representatives pursuant hereto are complete and accurate in all material respects and do not include any untrue statement of a material fact or omit to state any material fact necessary to make any statements made not misleading. There is no fact material to the Assets or the Business which has not been set forth or described in this Agreement or in the Schedules hereto.

3.14 Related Party Transactions. Schedule 3.14 is an accurate list of the accounts and notes receivable of the Sellers or the Stakeholders from and advances to employees, former employees, officers, directors, shareholders and any Affiliate of the foregoing which have not been fully repaid. Neither Sellers, the Stakeholders nor any of its respective Affiliates (a) has entered into any transaction with or is a party to any agreement, lease or other instrument or arrangement, (b) owns any assets used in the Business, or (c) as of the date of this Agreement is indebted to or is owed money by Sellers that has not been disclosed to Buyer. Except as disclosed to Buyer, neither Sellers, the Stakeholders nor any of their respective Affiliates owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee, shareholder or partner of, or consultant or lender to or borrower from or has the right to participate in the profits of, any person which is a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Sellers.

3.15 No Undisclosed or Contingent Liabilities. Except as disclosed on Schedule 3.15, Sellers do not have as of the date hereof, nor will Sellers have as of the Closing Date, any liabilities of any nature, whether accrued, absolute, contingent or otherwise (including tax liabilities due or to become due), other than liabilities incurred in the ordinary course of business as of the date hereof. For the avoidance of doubt, liabilities or obligations relating to tort, breach of contract or violation of law shall in no event be considered to be in the ordinary course of business.

3.16 Personnel.

(a) Schedule 3.16(a) lists all officers, directors and employees of Sellers, together with each such person's (i) employment type or classification, (ii) compensation, including hourly or monthly base compensation and any bonus to which the employee is entitled and (iii) contact information. Seller has separately provided (or

immediately following the Closing will provide) to Buyer the tax identification number for each such person listed on Schedule 3.16(a) and, for each such person listed thereon who is a driver of Seller's motor vehicles, such person's driver's license number. Attached to Schedule 3.16(a) are copies of all employment agreements with non-union officers, directors and employees. Except as disclosed on Schedule 3.16(a), all written or oral employment contracts with employees of Sellers are terminable "at will" without payment of severance or other benefits.

(b) Schedule 3.16(b), when delivered at Closing will list, for each employee (including any employees who are officers or directors) the following information for the period from January 1st of the current year through the end of the last pay period prior to the Closing: (i) gross earnings; (ii) federal income taxes withheld; (iii) state income taxes withheld; (iv) state unemployment and disability taxes withheld; (v) federal unemployment taxes withheld; (v) FICA taxes withheld; and (vi) 401(k) contributions withheld.

(c) Since Sellers began operating the Business, there have been no federal, state or common law claims filed against the Stakeholders, Sellers or any of their employees based on sex, sexual or other harassment, employment, age, occupational health and safety, disability, or race or other discrimination, including claims of wrongful termination, by any employees of Sellers or by any of the employees performing work for Sellers but provided by an outside employment agency, and there are no facts or circumstances known to Sellers or any Stakeholder that could reasonably be expected to give rise to such complaint or claim. Sellers (i) is are in compliance and have at all times complied with all laws related to employment, employment practices, terms and conditions of employment and wages and hours, in each case with respect to its employees and independent contractors (ii) have not received any notice of any claim that it has not complied in any material respect with any law relating to employment, including any provisions thereof relating to wages, hours, collective bargaining, the payment of social security and similar taxes, equal employment opportunity, employment discrimination, employee safety, and (iii) have not received any notice of any claim that it is liable for any arrearages of wages or any taxes or penalties for failure to comply with any of the foregoing.

(d) Neither any Seller or Stakeholder has (i) any wage and hour obligation or liability or any obligation or liability for any arrears of wages with respect to any of its past or current employees or independent contractors or any liability for failure to comply with any law relating to any of the foregoing, nor (ii) any obligation or liability for any payment to any trust or other fund or to any governmental or administrative authority, with respect to unemployment compensation benefits, workers compensation benefits, social security, disability or other benefits for employees (other than routine payments to be made in the normal course of business and consistent with past practice).

3.17 Financial Statements. Attached to Schedule 3.17 are copies of the annual financial statements (the "Annual Financial Statements") for Sellers' three (3) most recent fiscal years. The Annual Financial Statements have been compiled by Herman & Associates CPAs PC. The Financial Statements are true and correct and fairly present (i) the financial position of Sellers as of the respective dates of the balance sheets included in said statements, and (ii) the results of operations for the respective periods indicated. The Financial Statements have been prepared in accordance with an income tax basis, applied consistently with prior

periods. Except to the extent reflected or reserved against in Sellers' balance sheet as December 31, 2013 (the "Balance Sheet Date"), or as disclosed on Schedule 3.10, 3.15 or 3.17, Sellers did not have as of the Balance Sheet Date, nor will Sellers have as of the Closing Date, any liabilities of any nature, whether accrued, absolute, contingent or otherwise (including Tax liabilities due or to become due), other than liabilities incurred in the ordinary course of business since the Balance Sheet Date. For the avoidance of doubt, liabilities or obligations relating to tort, breach of contract or violation of law shall in no event be considered to be in the ordinary course of business.

3.18 Taxes. Sellers have timely filed all federal, state, local and foreign returns, estimates, forms, information statements and reports ("Returns") relating to taxes required to be filed by Sellers with any tax authority, except such Returns that are not, individually or in the aggregate, material to Sellers. Sellers have paid all taxes required to be paid whether or not shown to be due on such Returns, except such taxes that are not, individually or in the aggregate, material to Sellers. Copies of all Returns for the three (3) most recent years ending prior to the Signing Date are attached to Schedule 3.18, and copies of all other Returns have been made available to Buyer. Schedule 3.18 also describes the tax treatment of Sellers for federal and state tax reporting purposes. Sellers have withheld, with respect to its employees, all federal and state income taxes, taxes pursuant to the Federal Insurance Contribution Act, taxes pursuant to the Federal Unemployment Tax Act and other taxes required to be withheld.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that each of the following representations and warranties is true as of the Closing Date and agree that such representations and warranties will survive the Closing Date:

4.1 Existence and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation.

4.2 Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by Buyer, and, subject to the due authorization, execution and delivery by Sellers and the Stakeholders, constitutes a legal, valid and binding obligation of Buyer.

Buyer is not making any representation or warranty, express or implied, of any nature whatsoever, except as specifically set forth in this Agreement.

5. COVENANTS FROM SIGNING TO CLOSING

5.1 Operations. Between the Signing Date and the Closing, Sellers will, and the Stakeholders will cause Sellers to:

(a) carry on the Business in substantially the same manner as it has heretofore and not introduce any new method, or discontinue any existing method, of operation or accounting;

(b) maintain the Assets, including those held under leases, in as good working order and condition as at present, ordinary wear and tear excepted;

(c) keep in full force and effect present insurance policies or other comparable insurance coverage;

(d) use reasonable efforts to maintain and preserve its business organization intact, retain its present employees and maintain its relationship with suppliers, customers and others having business relations with it;

(e) file on a timely basis all notices, reports or other filings required to be filed with or reported to any federal, state, municipal or other governmental department, commission, board, bureau, agency or any instrumentality of any of the foregoing wherever located with respect to the continuing operations of Sellers;

(f) perform its obligations under all Assumed Contracts and comply with the terms and conditions of all Permits and all applicable laws, rules, regulations and consent orders;

(g) file on a timely basis all complete and correct applications or other documents necessary to maintain, renew or extend any site assessment, Permit, license, variance or any other approval required by any governmental authority necessary and/or required for the continuing operation of the Business, whether or not such approval would expire before or after the Closing; and

(h) advise Buyer promptly in writing of any breach of any representation or warranty or any covenant, or any material change in any document, Schedule, Exhibit, or other information delivered pursuant to this Agreement.

5.2 No Change. Between the Signing Date and the Closing, Sellers will not, and the Stakeholders will not permit Sellers to, take any action described below without the prior written consent of Buyer:

(a) other than the transactions contemplated by this Agreement, enter into any contract or commitment or incur or agree to incur any liability outside the ordinary course of business or make any single capital expenditure in the ordinary course of business in excess of Five Thousand Dollars (\$5,000) or in excess of Fifteen Thousand Dollars (\$15,000) in the aggregate.

(b) except as set forth on Schedule 3.14(a), change or promise to change the compensation payable or to become payable to any director, officer, employee or agent, or make or promise to make any bonus payment to any such person;

(c) create, assume or otherwise permit the imposition of any security interest, mortgage, pledge or other lien or encumbrance on or grant any option or right of first refusal with respect to any of the Assets;

(d) except for the Excluded Assets, sell, assign, lease or otherwise transfer or dispose of any property or equipment included in the Assets other than in the ordinary course of business;

- (e) merge or consolidate or agree to merge or consolidate with or into any firm, corporation or other entity;
- (f) waive any material rights or claims;
- (g) amend, terminate or enter into any material agreement or any site assessment, permit, license or other right;
- (h) enter into any other transaction outside the ordinary course of Sellers' business or prohibited hereunder; or
- (i) take any action or suffer or permit any event to occur that would cause any representation or warranty of Sellers or the Stakeholders to become untrue as of the Closing Date.

5.3 Obtain Consents. Promptly after the Signing Date, Sellers will, and the Stakeholders shall cause Sellers to, make all filings and take all steps reasonably necessary to obtain all other approvals and consents required to be obtained by Sellers or the Stakeholders to consummate the transactions contemplated by this Agreement and otherwise to satisfy the conditions of Section 6.7. Buyer shall provide reasonable assistance and cooperation with respect to the transfer of the Sellers' Permits.

5.4 Access; Confidential Information. Between the Signing Date and the Closing, the Stakeholders and Sellers will, and the Stakeholders will cause Sellers to, afford to the employees and authorized representatives of Buyer, including its engineers, counsel, independent auditors and investment bankers, access to the facilities, plants and other properties used in the Business, books and records of Sellers, employees of Sellers and will furnish Buyer with such additional financial and operating data and other information as to the Business and the Assets as Buyer may from time to time reasonably request; provided that such access to the facilities, plants and other properties used in the Business may be limited to after business hours or on weekends, as reasonably determined by the Stakeholders. The Stakeholders will and will cause Sellers to cooperate with Buyer, its representatives and counsel in the preparation of any documents or other material that may be required by any governmental agency. Buyer will cause all information obtained from the Stakeholders and Sellers in connection with the negotiation and performance of this Agreement which the Stakeholders or Sellers have stamped or otherwise marked as confidential to be treated as confidential (except such information which is in the public domain or which Buyer may be required to disclose under applicable law (including applicable securities laws) or pursuant to (i) the rules or regulations of the New York Stock Exchange, (ii) any governmental agency or (iii) any court or regulatory agency order) and will not use, and will not knowingly permit others to use, any such confidential information in a manner detrimental to Sellers or the Stakeholders. Sellers will not, and the Stakeholders will not and will cause Sellers not to, disclose to any third persons other than their accountants, bankers or counsel any of the terms or provisions of this Agreement (except as required by law) prior to or after the Closing without the prior written consent of Buyer.

5.5 Notice of Material Adverse Change. Sellers and the Stakeholders shall promptly notify Buyer of any material adverse change in the condition (financial or otherwise),

of the Business or the Assets, including any lawsuit, claim, audit, investigation or other proceeding, between the Signing Date and the Closing.

5.6 Control of Sellers' Operations. Nothing contained in this Agreement shall give to Buyer, directly or indirectly, rights or obligations to control or direct Sellers' operations prior to the Closing. Prior to the Closing, Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of its operations.

5.7 Schedules.

(a) Any matter disclosed on any Schedule to this Agreement shall be deemed to have been disclosed on every other Schedule that refers to such Schedule by cross reference so long as the nature of the matter disclosed is obvious from a fair reading of the Schedule on which the matter is disclosed. Nothing in any Schedule will be deemed adequate to disclose an exception to a representation or warranty made herein, unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing on a Schedule (or inclusion of a copy attached to a Schedule) of a document or other item will not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The due diligence review of Sellers by Buyer or any of its representatives or agents shall in no way affect or alter the representations and warranties made by Sellers and/or the Stakeholders.

(b) From time to time after the delivery of the Signing Date, but not more than five (5) business days prior to the Closing Date, Sellers and the Stakeholders shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules as provided herein (the "Supplemental Material"); provided, however, that no such Supplemental Material shall cure any inaccuracy in, or breach of, any representation or warranty contained in this Agreement.

5.8 Acquisition Transactions. From the Signing Date to the earlier of the Closing and the Termination Date, neither of the Sellers nor any Stakeholder shall initiate, solicit, negotiate, encourage or provide information to facilitate, and neither of the Sellers nor any Stakeholder shall cause or knowingly permit any officer, director or employee of either Seller, or any counsel, accountant, investment banker, financial advisor or other agent retained by it or them to initiate, solicit, negotiate, encourage or provide information to facilitate, any proposal or offer to acquire all or any substantial part of the Business or properties of Sellers or any equity interest in either Seller, whether by merger, purchase of assets or otherwise, whether for cash, securities or any other consideration or combination thereof (any such transactions being referred to herein as an "Acquisition Transaction"). Sellers and the Stakeholders shall immediately notify Buyer after receipt of any written proposal for an Acquisition Transaction, indication of interest or request for information from a third party relating to Sellers in connection with an Acquisition Transaction.

6. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE

The obligations of Buyer under this Agreement are subject to the satisfaction, at or before Closing, of all of the following conditions precedent, unless waived in writing by Buyer:

6.1 Representations and Warranties. All representations and warranties of Sellers and the Stakeholders contained in this Agreement or in any statement, Exhibit, Schedule, certificate or document delivered by Sellers or the Stakeholders under this Agreement shall be true, correct and complete on and as of the date when made and at all times prior to the Closing, shall be deemed to be made again at the Closing, and shall then be true, correct and complete as of the Closing.

6.2 Conditions. Sellers and the Stakeholders shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by them before the Closing.

6.3 No Material Adverse Change. Since the Signing Date, there shall not have been any material adverse change in the Closing Date A/R Value or the condition (financial or otherwise) of the Business, the Assets, the prospects, reputation, or properties of Sellers.

6.4 Certificates. An authorized representative of Sellers shall have delivered to Buyer a certificate, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying to the fulfillment of the conditions set forth in Sections 6.1, 6.2, 6.3, 6.5, 6.7 and 6.8, and the Stakeholders shall have delivered to Buyer a certificate dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying to the fulfillment of the conditions set forth in Sections 6.1, 6.2, 6.3, 6.5, 6.7 and 6.8 applicable to the Stakeholders.

6.5 No Litigation. None of the transactions contemplated hereby shall have been enjoined by any court or by any federal or state governmental branch, agency, commission or regulatory authority and no suit or other proceeding challenging the transactions contemplated hereby shall have been threatened or instituted and no investigative or other demand shall have been made by any federal or state governmental branch, agency, commission or regulatory authority.

6.6 Other Deliveries. Sellers and the Stakeholders shall have delivered the items which they are required to deliver under Section 8 of this Agreement.

6.7 Consents to Transfer. All third party consents with respect to the contracts listed on Schedule 6.7 shall have been received (and shall be in a form reasonably acceptable to Buyer), and each other party whose consent is required to consummate the transactions contemplated by this Agreement, shall have consented to such transactions.

6.8 Release of Security Interests. All security interests in the Assets that have been created in favor of financial institutions or other lenders to secure indebtedness of Sellers and the Stakeholders or any of their respective Affiliates shall have been released.

6.9 Due Diligence. Buyer and its representatives have and shall continue to have reasonable rights of inspection of the Business and the Assets in connection with Buyer's

due diligence review, and the results of Buyer's due diligence review shall be acceptable to Buyer.

6.10 Certificates of Good Standing. Skamania shall have delivered to Buyer a good standing certificate, a tax clearance certificate or any other applicable certificate, dated within five (5) business days of the Closing Date, evidencing that Skamania is in good standing and is current in the payment of any taxes due in the jurisdiction of its incorporation and in each jurisdiction in which Skamania is qualified to do business as a foreign corporation.

7. CONDITIONS PRECEDENT TO OBLIGATION OF SELLERS AND THE STAKEHOLDERS TO CLOSE

The obligations of Sellers and the Stakeholders under this Agreement are subject to the satisfaction, at or before Closing, of all of the following conditions precedent, unless waived in writing by Sellers or the Stakeholders, as applicable:

7.1 Representations and Warranties. All representations and warranties of Buyer contained in this Agreement or in any statement, Exhibit, Schedule, certificate or document delivered by Buyer under this Agreement shall be true, correct and complete on and as of the date when made and at all times prior to the Closing, shall be deemed to be made again at the Closing, and shall then be true, correct and complete as of the Closing.

7.2 Closing. Buyer shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by it before the Closing.

7.3 Certificate. Buyer shall have delivered to Sellers a certificate, dated as of the Closing Date, in form and substance reasonably satisfactory to Sellers, certifying to the fulfillment of the conditions described in Sections 7.1, 7.2 and 7.4.

7.4 No Litigation. None of the transactions contemplated hereby shall have been enjoined by any court or by any federal or state governmental branch, agency, commission or regulatory authority and no suit or other proceeding challenging the transactions contemplated hereby shall have been threatened or instituted and no investigative or other demand shall have been made by any federal or state governmental branch, agency, commission or regulatory authority.

7.5 Other Deliveries. Buyer shall have delivered the items that it is required to deliver under Section 8 of this Agreement.

8. CLOSING DELIVERIES

At the Closing, the respective parties shall make the deliveries indicated:

8.1 Buyer's Deliveries.

(a) Buyer shall deliver the portion of the Purchase Price payable on the Closing Date pursuant to Section 1.4(b).

Section 1.8. (b) Buyer shall deliver the amount, if any, payable pursuant to

(c) Buyer shall execute and deliver the Assignment Agreement.

Section 7.3. (d) Buyer shall execute and deliver the certificate described in

8.2 Sellers' and the Stakeholders' Deliveries.

(a) Sellers shall deliver to Buyer (or its designee) an executed Bill of Sale and Assignment, substantially in the form attached hereto as Exhibit 8.2(a), and other instruments of transfer and conveyance for the full and complete transfer, conveyance, assignment and delivery to Buyer on the Closing Date of all of Sellers' right, title and interest in and to all of the Assets, accompanied by all third party consents (which consents shall be in a form reasonably acceptable to Buyer) required with respect thereto, including, without limitation, written evidence of the release of the liens and encumbrances with respect to the Assets.

(b) Sellers shall deliver to Buyer an executed assignment or transfer of the Assumed Contracts and Permits, substantially in the form attached hereto as Exhibit 8.2(b) (the "Assignment Agreement"), accompanied by all third party consents (which consents shall be in a form reasonably acceptable to Buyer) required with respect thereto.

(c) Sellers shall deliver to Buyer (or its designee) all motor vehicle titles and current registrations for the motor vehicles being acquired by Buyer.

(d) Sellers shall deliver the Schedules to this Agreement in form and substance satisfactory to Buyer in its sole and absolute discretion.

(e) Sellers shall deliver to Buyer duly approved and certified resolutions of Skamania's board of directors and the Stakeholders (along with a spousal consent for any married Stakeholder) approving the execution and performance of this Agreement and the transactions contemplated hereby.

(f) Sellers shall deliver to Buyer a good standing certificate, a tax clearance certificate or any other applicable certificate, dated within five (5) business days of the Closing Date, evidencing that Skamania is in good standing and is current in the payment of any taxes due in the jurisdiction of its incorporation and in each jurisdiction in which Skamania is qualified to do business as a foreign corporation.

(g) Sellers shall deliver evidence reasonably satisfactory to Buyer that all consents necessary to satisfy the conditions set forth in Section 6.7 have been obtained.

(h) Sellers and the Stakeholders shall execute and deliver to Buyer the certificates described in Section 6.4.

(i) Sellers and the Stakeholders shall execute and deliver such other documents and instruments as are reasonably requested by Buyer in order to consummate the transactions contemplated by this Agreement.

9. INDEMNIFICATION.

9.1 Sellers and Stakeholder Indemnification.

Sellers and each Stakeholder, jointly and severally, agree to indemnify Buyer, its directors, officers, employees and agents (collectively, “Buyer Indemnitees”) and to hold them harmless from and against any and all claims, liabilities, damages and expenses (including, without limitation, the fees and expenses of attorneys and expert witnesses, the costs of investigation and court costs) suffered or incurred by them, directly or indirectly, in connection with, arising from or related to (a) the use, possession, sale or distribution of the Assets, operation of the Business or the performance of Sellers under the Assumed Contracts, to the extent such claims, liabilities, damages and expenses are based on facts, circumstances, conditions or events that took place, existed or were caused on or prior to the Closing, (b) any written or oral contracts, agreements, understandings or commitments regarding the Assets that were not disclosed to Buyer by Sellers, (c) any breach of any covenant, representation or warranty by Sellers or the Stakeholders hereunder, and (d) any Closing Date Debt, Excluded Assets or Excluded Liabilities. Any Buyer Indemnitee may, but shall not be obligated to, set off against any and all payments due Sellers or any Stakeholder hereunder, any amount to which Buyer or any other Buyer Indemnitee is entitled to be indemnified hereunder. Such right of set off shall be separate and apart from any and all other rights and remedies that the Buyer Indemnitees may have against Sellers, the Stakeholders or their respective successors.

9.2 Buyer Indemnification.

Buyer agrees to indemnify the Sellers and their respective agents and Affiliates (the “Seller Indemnitees”) and to hold them harmless from and against any and all claims, liabilities, damages and expenses (including, without limitation, the fees and expenses of attorneys and expert witnesses, the costs of investigation and court costs) suffered or incurred by them, directly or indirectly, in connection with, arising from or related to any breach of any covenant, representation or warranty by the Buyer hereunder. Any Seller Indemnitee may, but shall not be obligated to, set off against any and all payments due Buyer hereunder, any amount to which Seller or any other Seller Indemnitee is entitled to be indemnified hereunder. Such right of set off shall be separate and apart from any and all other rights and remedies that the Seller Indemnitees may have against Buyer or its successors.

9.3 Limits on Indemnification.

The maximum amount that the Buyer Indemnitees can recover as a result of one or more indemnity claims pursuant to the provisions hereof shall not in the aggregate exceed the Holdback Amount and the Holdback Amount shall serve as the sole source of recovery for any indemnity claims brought by the Buyer; provided that (i) the maximum amount that the Buyer Indemnitees can recover as a result of one or more indemnity claims based on any breach of any representation and warranty contained in Sections 3.1, 3.2, 3.4, 3.10, and 3.14 hereof or any

covenant set forth in Sections 5.8 and 10 hereof (the “Absolute Obligations”), and (ii) the maximum amount that the Seller Indemnitees can recover as a result of one or more indemnity claims pursuant to Section 9.2, shall, in each case, not in the aggregate exceed the Purchase Price; provided further that there shall be no limitation on the amount the Buyer Indemnitees can recover as a result of one or more indemnity claims based on Misconduct. For the purposes of this Section 9, “Misconduct” shall mean fraud, fraudulent inducement, misappropriation, intentional or knowing misrepresentation or concealment, willful misconduct or criminal wrongdoing.

9.4 Notice of Indemnity Claim

(a) In the event that any claim (“Claim”) is hereafter asserted against or arises with respect to any Seller Indemnitee or Buyer Indemnitee (each, an “Indemnitee”) as to which an Indemnitee may be entitled to indemnification hereunder, the Indemnitee shall notify (i) the Stakeholder Representative, if the Indemnitee is a Buyer Indemnitee or (ii) Buyer, if the Indemnitee is a Seller Indemnitee (each, an “Indemnifying Party”), in writing thereof (the “Claims Notice”) within sixty (60) days after (i) receipt of written notice of commencement of any third party litigation against the Indemnitee (a “Third Party Claim”); (ii) receipt by the Indemnitee of written notice of any Third Party Claim pursuant to an invoice, notice of claim or assessment against the Indemnitee; or (iii) the Indemnitee becomes aware of the existence of any other event in respect of which indemnification may be sought from the Indemnifying Party (including any inaccuracy of any representation or warranty or breach of any covenant). The Claims Notice shall describe the Claim and the specific facts and circumstances in reasonable detail, and shall indicate the amount, if known, or an estimate, if possible, of the losses that have been or may be incurred or suffered by the Indemnitee. The failure to timely deliver a Claims Notice or otherwise notify the Indemnifying Party of the commencement of such actions in accordance with this Section 9.4 shall not relieve the Indemnifying Party from the obligation to indemnify hereunder except to the extent that the Indemnifying Party establishes by competent evidence that it has been prejudiced thereby.

(b) Buyer shall have the right to assume, at the Indemnifying Party’s expense, unless Buyer is the Indemnifying Party, in which case it shall be at Buyer’s expense, the defense or compromise of any Third Party Claim with Buyer’s own counsel. The Indemnifying Party may participate, at the Indemnifying Party’s own expense in the defense of any Claim assumed by Buyer.

(c) Buyer shall keep the Sellers reasonably informed at all times of the progress and development of its defense of and compromise efforts with respect to any Third Party Claim and shall furnish the Sellers with copies of all relevant pleadings, correspondence and other papers. In addition, the parties to this Agreement shall cooperate with each other and make available to each other and their representatives all available relevant records or other materials required by them for their use in defending, compromising or contesting any Claim.

(d) The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party Claim without the prior consent of the Indemnitee (which consent shall not be unreasonably withheld, conditioned, or delayed) unless the judgment or proposed settlement (i) includes an unconditional release of all liability of each Indemnitee

with respect to such Third Party Claim, and (ii) does not impose an injunction or other equitable relief on the Indemnitee or impose any restrictions on the operation of the business of the Indemnitee or Affiliates of the Indemnitee.

(e) If the Indemnifying Party is the Stakeholders, a Claims Notice delivered to the Stakeholders' Representative shall be deemed delivered to each Indemnifying Party, and actions required to be taken by the Indemnifying Party shall be taken by the Stakeholders' Representative on behalf of the Indemnifying Party.

9.5 Survival of Representations and Warranties and Indemnification.

The representations and warranties set forth in Article 3 and Article 4 shall survive the Closing. The Seller and Stakeholders' obligation to indemnify and hold harmless the Buyer Indemnitees pursuant to Section 9.1, and the Buyer's obligation to indemnify and hold harmless the Seller Indemnitees pursuant to Section 9.2, shall survive the Closing for a period of twelve (12) full calendar months (the "General Survival Period") and thereupon shall terminate; provided, however, that (a) the obligations of the Seller and Stakeholders' to indemnify any Buyer Indemnitee for any Absolute Obligation or for any Misconduct shall survive the Closing for a period of ninety (90) days after the expiration of the applicable statute of limitations applicable to the direct claim or the Third Party Claim, as the case may be, and thereupon shall terminate. For the avoidance of doubt, no obligation of an Indemnifying Party to indemnify and hold harmless an Indemnitee hereunder shall terminate with respect to any matter as to which the Indemnitee shall have, before the expiration of the applicable period, previously made a Claim by delivering a Claims Notice.

10. POST-CLOSING COVENANTS

10.1 Non-Compete. During the Restricted Period, neither any Stakeholder nor any of their respective Affiliates shall anywhere within a 250-mile radius of White Salmon, Washington, or within any county in which Sellers presently operate or any county contiguous thereto, (i) engage in or own or operate a business competitive with or similar to the Business; (ii) whether or not for compensation, enter the employ of, or render any personal services to or for the benefit of, or assist in or facilitate the solicitation of customers for, or receive remuneration in the form of salary, commissions or otherwise from, any business engaged in activities competitive with or similar to the Business; (iii) as owner or lessor of real estate or personal property, rent to or lease any facility, equipment or other assets to any business engaged in activities competitive with or similar to the Business; or (iv) receive or purchase a financial interest in, make a loan to, or make a gift in support of, any such business in any capacity.

For purposes of this Agreement, the term "Restricted Period" shall mean the period beginning as of the Signing Date and ending five (5) years thereafter; provided, however, that if a court of competent jurisdiction determines that such period is unenforceable, Restricted Period shall mean the period beginning as of the Signing Date and ending four (4) years thereafter; provided, however, that if a court of competent jurisdiction determines that such period is unenforceable, Restricted Period shall mean the period beginning as of the Signing Date and ending three (3) years thereafter; provided, however, that if a court of competent jurisdiction determines that such period is unenforceable, Restricted Period shall mean the period beginning

as of the Signing Date and ending two (2) years thereafter provided, however, that if a court of competent jurisdiction determines that such period is unenforceable, Restricted Period shall mean the period beginning as of the Signing Date and ending one (1) year thereafter, or such other period as the court shall determine to be reasonable. The Restricted Period shall be extended by the number of days in any period in which any Stakeholder or any of their respective Affiliates is determined by a court of competent jurisdiction to be in default or breach of this Section 10.1.

For purposes of this Agreement, the term "Affiliate" means, with respect to any person, any person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with such person, and in the case of a Seller includes directors and officers, in the case of individuals includes the individual's spouse, father, father-in-law, mother, mother-in-law, grandfather, grandmother, brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, children and grandchildren, and in the case of a trust includes the grantors, trustees and beneficiaries of the trust.

10.2 Confidential Information. Sellers, each Stakeholder and each of their respective Affiliates shall keep secret and retain in strictest confidence, and shall not use for the benefit of themselves or others, all data and information relating to the Business and the terms of this Agreement.

10.3 Property of the Business. All memoranda, notes, lists, records and other documents or papers (and all copies thereof) relating to the Assets shall be the property of Buyer and have been delivered or will be delivered or made available to Buyer at the Closing. Sellers shall provide Buyer and its agents access to all records retained by Sellers for the purpose of performing any audit of the Business for the period of Sellers' operation of the Business or for prosecuting or defending any litigation relating to the Business to which Buyer is a party.

10.4 Non-Solicitation. Without the consent of Buyer, which may be granted or withheld by Buyer in its discretion, none of Sellers, any Stakeholder or any of their respective Affiliates shall solicit any employees of Buyer or its Affiliates to leave the employ of Buyer or its Affiliates, nor shall Sellers, any Stakeholder or any of their respective Affiliates hire any employee of Buyer or its Affiliates within ninety (90) days after such employee's employment with Buyer or one of its Affiliates terminates for any reason.

10.5 No Disparagement. Neither Sellers nor any Stakeholder shall in any way to any customer or employee of the Business or Buyer, denigrate or derogate Buyer or any of its subsidiaries, or any officer, director or employee, or any product or service or procedure of any such company whether or not such denigrating or derogatory statements shall be true and are based on acts or omissions which are learned by Sellers or any Stakeholder from and after the date hereof or on acts or omissions which occur from and after the date hereof, or otherwise.

10.6 Remedies. If Sellers, any Stakeholder or any of their Affiliates breaches, or threatens to commit a breach of, any of the provisions of Sections 10.1 through 10.5 herein (the "Restrictive Covenants"), Buyer shall be entitled to exercise the remedies set forth in Sections 11.10 and 11.11, it being agreed that any breach or threatened breach of the Restrictive

Covenants would cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

10.7 Enforceability. The parties hereto acknowledge and agree that the Restrictive Covenants are reasonable and valid in business activity, geographical and temporal scope and in all other respects. If the business activities, period of time or geographical area covered by the Restrictive Covenants should be deemed too extensive, then the parties intend that the Restrictive Covenants be construed to cover the maximum scope of business activities, period of time and geographical area (not exceeding those specifically set forth herein), if any, as may be permissible under applicable law. If any court determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the scope of the business activities, duration or the geographic scope, such court shall reduce the scope, duration or area of such provision, as the case may be, to the minimum extent necessary to render it enforceable, and in its reduced form, such provision shall be enforced. The parties hereto intend to and hereby confer jurisdiction to enforce the Restrictive Covenants on the courts of any jurisdiction within the geographic scope of the Restrictive Covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties that such determination not bar or in any way affect the Buyer's right to the relief provided above in the courts of any other jurisdiction within the geographic scope of the Restrictive Covenants as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

10.8 Change of Corporate Name. On the Closing Date or as soon as practicable thereafter, not to exceed thirty (30) days, Stakeholders shall amend Skamania's Articles of Incorporation to change its corporate name to a new name which does not include the term "Skamania County Sanitary Services" or any variations, translations or combinations thereof or similar names and which otherwise is not likely to be confused with its present name so as to make Skamania's present name available to Buyer. From and after the Closing, Sellers and Stakeholders shall not use the term "Skamania County Sanitary Services" or "Bingen Garbage Service" or any variations, translations or combinations thereof or similar names in connection with any business.

10.9 Consulting Arrangement with Holly Ann Lucatero. Holly Ann Lucatero ("Consultant") shall assist Buyer with the transition in ownership of the Business from Sellers to Buyer for the period of two (2) months commencing on the Closing Date (the "Consulting Period") on the following terms:

(a) Consultant is to act as a consultant, independent contractor and advisor to Buyer, and not as an agent or employee of Buyer in any respect. Consultant shall have no right, authority or power to act for or on behalf of Buyer, unless expressly authorized in writing by Buyer.

(b) Consultant shall be available on a full-time basis during business hours to assist in the transition of the management and operation of the Business from Sellers to Buyer, including maintaining relationships with customers and suppliers, and such other matters relating to the Business as Buyer shall reasonably request.

(c) Buyer shall reimburse Consultant for reasonable out-of-pocket expenses actually incurred by Consultant in furtherance of his or her authorized duties under this Section 10.9, provided Consultant provides receipts evidencing such expenses.

(d) In exchange for the services provided to Buyer during the Consulting Period, Consultant shall be entitled to receive a consulting fee of One thousand dollars (\$1,000) per month, payable in accordance with Buyer's standard policies. Consultant understands and agrees that Consultant shall be responsible for all State, Federal and local withholding taxes, applicable insurance, including workers' compensation liability. Buyer shall not be responsible for deducting or withholding any taxes or other assessments from any monies paid Consultant under this Section 10.9 or otherwise. Consultant shall not be entitled to receive, and shall not receive any benefit provided by Buyer to its employees, including health insurance, dental insurance or paid vacation.

(e) Buyer may terminate Consultant's services pursuant to this Section 10.9 at any time, with or without cause, in which case Buyer's sole obligation shall be to pay Consultant for the services performed by Consultant through the date of termination.

10.10 Required Notices. On the Closing Date or within five (5) business days thereafter, Sellers shall deliver notices to the third parties listed on the attached Schedule 10.10 that Buyer has requested receive notice of the transaction.

10.11 Records and Audit. For at least twelve (12) months after the Closing Date, Sellers shall keep in their possession or under their control accurate records covering any payments received in connection with the operation of the Business arising on or after the Closing Date, including without limitation any payments received pursuant to recurring credit card deposits and ACHs. Upon reasonable notice and during normal business hours, Buyer shall have the right, at its sole cost and expense, to conduct an audit and make copies of all records related to the foregoing. If an audit reveals any payments made to Sellers (or any Stakeholder) in connection with the operation of the Business on the performance of services in writing therewith on or after the Closing Date, Sellers shall within five (5) business days pay to Buyer the amount of such payments, plus interest at the rate of eight percent (8%) per annum or the maximum rate permitted under applicable law, whichever is less, from and after the date that is thirty (30) days after the receipt of any such payment by Sellers (or any Stakeholder).

10.12 Stakeholders' Representative.

(a) In order to administer efficiently the rights and obligations of the Stakeholders under this Agreement, each Stakeholder hereby designates and appoints Holly Ann Lucatero as the Stakeholders' representative (the "Stakeholders' Representative") to serve as the Stakeholders' agent and attorney-in-fact for the limited purposes set forth in this Agreement.

(b) Each Stakeholder hereby appoints the Stakeholders' Representative as such Stakeholder's agent, proxy and attorney-in-fact, with full power of substitution, for all purposes set forth in this Agreement, including the full power and authority on such Stakeholder's behalf (i) to consummate the transactions contemplated by this Agreement; (ii) to disburse any funds received hereunder to the Stakeholders; (iii) to execute and

deliver on behalf of each Stakeholder any amendment of or waiver under this Agreement, and to agree to resolution of all Claims hereunder; (iv) to retain legal counsel and other professional services, at the expense of the Stakeholders, in connection with the performance by the Stakeholders' Representative of this Agreement including all actions taken on behalf of the Stakeholders as Indemnifying Party pursuant to Section 9; and (v) to do each and every act and exercise any and all rights which such Stakeholders are permitted or required to do or exercise under this Agreement and the other agreements, documents and certificates executed in connection herewith. Each Stakeholder agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of the Stakeholders' Representative and shall survive the death, bankruptcy or other incapacity of any Stakeholder.

(c) Each Stakeholder hereby agrees that any amendment or waiver under this Agreement, and any action taken on behalf of the Stakeholders to enforce the rights of the Stakeholders under this Agreement, and any action taken with respect to any Claim (including any action taken to object to, defend, compromise or agree to the payment of such Claim), shall be effective if approved in writing by the Stakeholders' Representative, and that each and every action so taken shall be binding and conclusive on every Stakeholder, whether or not such Stakeholder had notice of, or approved, such amendment or waiver.

(d) Holly Ann Lucatero shall serve as the Stakeholders' Representative until she resigns or is otherwise unable or unwilling to serve. In the event that a Stakeholders' Representative resigns from such position or is otherwise unable or unwilling to serve, then Sarah Mae Hearn shall fill such vacancy and shall provide prompt written notice to Buyer of such change and such substituted representative shall then be deemed to be the Stakeholders' Representative for all purposes of this Agreement.

10.13 Lockboxes and Cash Sweeps. From and after the Closing, at least once every five (5) business days, Sellers shall provide to Buyer through ACH payment, to an account designated in writing by Buyer, cash collected by Sellers or any Stakeholder that is due Buyer pursuant to Section 1.1(e).

11. GENERAL

11.1 Additional Conveyances. Following the Closing, Sellers, the Stakeholders and Buyer shall each deliver or cause to be delivered at such times and places as shall be reasonably agreed on such additional instruments as Buyer, or Sellers or the Stakeholders may reasonably request for the purpose of carrying out this Agreement.

11.2 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, the successors or assigns of Buyer, and Sellers and the Stakeholders and the heirs, legal representatives or assigns of the Stakeholders. Neither Sellers nor the Stakeholders shall assign or otherwise transfer, by operation of law or otherwise, this Agreement without the prior written consent of Buyer.

11.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.4 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and either delivered personally, sent by facsimile transmission or by nationally recognized overnight delivery service, or mailed by postage prepaid registered or certified U.S. mail, return receipt requested to the address of the intended recipient set forth below the signature below or such other address as may be designated in writing by notice given hereunder, and shall be effective on personal delivery or facsimile transmission thereof or on delivery by registered or certified U.S. mail or one (1) business day following deposit with a nationally recognized overnight delivery service.

11.5 Attorneys' Fees. In the event of any dispute or controversy between the parties relating to the interpretation of this Agreement or to the transactions contemplated hereby, the prevailing party (before litigation, during litigation, at trial and on appeal) shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. Such award shall include post-judgment attorney's fees and costs.

11.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its conflict of laws provisions.

11.7 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) and the other documents delivered pursuant hereto constitute the entire Agreement and understanding among the parties and supersedes any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Sellers, the Stakeholders and Buyer acting through their officers, if applicable, thereunto duly authorized.

11.8 Waiver. No waiver by any party hereto at any time of any breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party hereto may be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

11.9 Severability. If any provision of this Agreement or the application of any provision shall be held by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibited unenforceability. The remaining provisions of this Agreement shall otherwise remain in full force and effect and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.10 Equitable Remedies. In addition to any other rights or remedies available at law or in equity, upon the breach or threatened breach of any of the covenants, agreements or obligations of Sellers or a Stakeholder under this Agreement, Buyer shall be entitled to file an action for specific performance or injunctive or other equitable relief without being required to post a bond or provide any other security.

11.11 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude any party from asserting any other right, or seeking any other remedies, against any other party.

11.12 Payment of Fees and Expenses; Prorations. Whether or not the transactions herein contemplated shall be consummated, each party hereto will pay its own fees, expenses and disbursements incurred in connection herewith and all other costs and expenses incurred in the performance and compliance with all conditions to be performed hereunder. All sales and use taxes, and other taxes incurred in connection with the transactions contemplated by this Agreement shall be borne by Sellers and paid at Closing. Buyer shall not be responsible for any business, occupation, withholding, possessory interest or similar tax or assessment or any other tax or fee of any kind relating to any period on or prior to the Closing with respect to Sellers, the Assets or the ownership, operation or management of the Business. All expenses relating to the operation and maintenance of the Business and the Assets in the ordinary course, including all real property, personal property, ad valorem or other similar taxes (not including income taxes), shall be prorated as of 12:01 a.m. local time, on the Closing Date and paid at Closing by Sellers and Buyer according to such proration (or, if any such proration cannot be calculated accurately at such time on the Closing Date, such proration shall be included in the True Up Calculations and paid in connection therewith as provided in Section 1.4).

11.13 Joint Preparation. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11.14 Electronic Execution. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic transmission in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or by electronic transmission in PDF format shall be deemed to be their original signatures for all purposes. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement by persons thereunto duly authorized as of the date first above written.

BUYER:

COLUMBIA RIVER DISPOSAL, INC.

By: 

Ronald J. Mittelstaedt
Chief Executive Officer

Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

SELLERS:

SKAMANIA COUNTY SANITARY SERVICES,
INC.

By: _____

Holly Ann Lucatero, Personal Representative to
the Estate of William Hearn

Address: _____

BINGEN GARBAGE SERVICE

By: _____

Holly Ann Lucatero, Personal Representative to
the Estate of William Hearn

Address _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement by persons thereunto duly authorized as of the date first above written.

BUYER: COLUMBIA RIVER DISPOSAL, INC.

By: _____
Ronald J. Mittelstaedt
Chief Executive Officer

Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

SELLERS: SKAMANIA COUNTY SANITARY SERVICES, INC.

By: Holly Ann Lucatero
Holly Ann Lucatero, Personal Representative to
the Estate of William Hearn

Address: 240 NW Loop Rd
White Salmon, WA 98072

BINGEN GARBAGE SERVICE

By: Holly Ann Lucatero
Holly Ann Lucatero, Personal Representative to
the Estate of William Hearn

Address 240 NW Loop Rd
White Salmon, WA 98072

STAKEHOLDERS:

ESTATE OF WILLIAM HEARN

By: Holly Ann Lucatero
Holly Ann Lucatero, Personal Representative

Address: 240 NW Loop Rd
White Salmon, WA 97167

Sarah Mae Hearn, beneficiary to the Estate of William Hearn

Address: _____

Holly Ann Lucatero
Holly Ann Lucatero, beneficiary to the Estate of William Hearn

Address: 240 NW Loop Rd
White Salmon, WA 97167

STAKEHOLDERS:

ESTATE OF WILLIAM HEARN

By: _____
Holly Ann Lucatero, Personal Representative

Address: _____

Sarah M. Hearn

Sarah Mae Hearn, beneficiary to the Estate of William Hearn

Address: *340 NW LOOP Rd.*
White Salmon, WA 98072

Holly Ann Lucatero, beneficiary to the Estate of William Hearn

Address: _____

Exhibit 8.2(a)

Bill of Sale and Assignment

ASSET PURCHASE AGREEMENT:
SKAMANIA COUNTY SANITARY SERVICES, INC. AND
BINGEN GARBAGE SERVICE

BILL OF SALE AND ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Asset Purchase Agreement dated as of October ____, 2014 (the "Agreement"), by and among Columbia River Disposal, Inc., a Washington corporation ("Buyer"), Skamania County Sanitary Services, Inc., a Washington corporation ("Skamania"), and Bingen Garbage Service, a sole proprietorship ("Bingen" and together with Skamania, the "Sellers"), and the Estate of William Hearn, Holly Ann Lucatero, and Sarah Mae Hearn (the "Stakeholders"), Sellers hereby sell, assign and transfer to Buyer, all of Sellers' right, title, and interest in and to all of the Assets. All of the terms and conditions of the Agreement are incorporated herein by reference. All capitalized terms used herein, if not otherwise defined herein, shall have the respective meanings ascribed to such terms in the Agreement.

Sellers have not made any prior sale, assignment, transfer or other disposition of any of the Assets to any person, firm or association. Sellers shall forever warrant and defend the sale, assignment, transfer, conveyance and delivery of each and every item of the Assets to Buyer, its successors and assigns, against each and every person lawfully claiming the same. Possession of all of the Assets and any and all instruments representing the same is being delivered to Buyer concurrently with this Bill of Sale and Assignment.

Sellers hereby appoint Buyer or its representative as Sellers' attorney-in-fact and hereby authorizes Buyer or its representative to: (a) demand, receive and collect for Buyer's own use and benefit all debts and obligations owing to Sellers on the effective date hereof in connection with the Assets, (b) do all things legally permissible that may be required to recover and collect such debts and obligations and to use Sellers' name in any manner Buyer may deem necessary for the collection and recovery of those debts and obligations but without cost, expense or damage to Sellers, and (c) file any UCC-3 termination statements with respect to any UCC financing statements related to the Assets that remain outstanding thirty (30) days after the Closing Date, in all jurisdictions where such UCC financings statements are filed.

This Bill of Sale and Assignment shall bind Sellers and inure to the benefit of Buyer and their respective successors, assigns and legal or personal representatives.

This Bill of Sale and Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Washington without regard to its conflict of laws provisions and may be executed in counterparts.

IN WITNESS WHEREOF, this Bill of Sale and Assignment has been duly executed by or on behalf of Sellers as of _____, 2014.

SKAMANIA COUNTY SANITARY SERVICES,
INC.

By: _____
Holly Ann Lucatero, Personal Representative to
the Estate of William Hearn

Address: _____

BINGEN GARBAGE SERVICE

By: _____
Holly Ann Lucatero, Personal Representative to
the Estate of William Hearn

Address _____

Exhibit 8.2(b)

Assignment of Assumed Contracts
and
Permits

**ASSIGNMENT OF ASSUMED CONTRACTS
AND PERMITS**

THIS ASSIGNMENT OF ASSUMED CONTRACTS AND PERMITS ("Assignment") dated as of _____, 2014, is made by Skamania County Sanitary Services, Inc., a Washington corporation and Bingen Garbage Service, a sole proprietorship ("Assignors"), to Columbia River Disposal, Inc., a Washington corporation ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignors hereby assign and transfer unto Assignee all of their right, title, claim and interest in and under any and all Assumed Contracts (as defined in that certain Asset Purchase Agreement dated as of the date hereof by and among Assignee, Assignors and the stakeholders of Assignors (the "Agreement")) and Permits (as defined in the Agreement).

Assignor warrants and represents that as of the date hereof there are no other assignments of or agreements to assign the foregoing Assumed Contracts and Permits.

This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first above written.

ASSIGNORS:

SKAMANIA COUNTY SANITARY SERVICES,
INC.

By: _____
Holly Ann Lucatero, Personal
Representative to the Estate of William Hearn

Address: _____

BINGEN GARBAGE SERVICE

By: _____
Holly Ann Lucatero, Personal
Representative to the Estate of William Hearn

Address _____

ASSIGNEE:

COLUMBIA RIVER DISPOSAL, INC.

By: _____
Ronald J. Mittelstaedt
Chief Executive Officer

05119\508\4934213.v10

November 21, 2014

89010.0100

VIA U.S. MAIL

Steven King
Executive Director and Secretary
WUTC
PO Box 47250
1300 S. Evergreen Park Dr. SW
Olympia, WA 98504-7250

RECEIVED
REGULATORY MANAGEMENT
2014 NOV 24 AM 8:55
STATE OF WASH
UTIL. AND TRAN
COMMISSION

Attention: Tina Leipski, Licensing Section

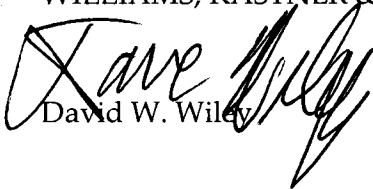
Re: Certificate G-48, Skamania County Sanitary Service, Inc.

Dear Mr. King:

Enclosed please find an Application for Transfer of the above Certificate signed by the Purchaser and Seller, supporting documents and a \$200 application filing fee. Please contact the undersigned should you have any questions or concerns on this filing.

Yours truly,

WILLIAMS, KASTNER & GIBBS PLLC


David W. Wiley

cc: Via E-mail:
Jeffrey Braker, Esq.
Mark Stoker, Esq.
Ed Quinnan

Williams, Kastner & Gibbs PLLC
Two Union Square
601 Union Street, Suite 4100
Seattle, Washington 98101
main 206.628.6600 fax 206.628.6611
www.williamskastner.com
SEATTLE . TACOMA . PORTLAND