

PERFORMANCE BOND

Date Bond Executed: May 30, 2008
Effective Date: May 20, 2008
Principal: Riverbend Landfill Company, Inc.
13469 SW Highway 18
McMinnville, OR 97128
Type of Organization: Corporation
State of Incorporation: Delaware
Surety(ies): Lexon Insurance Company
10002 Shelbyville Road
Louisville, Kentucky 40223
DEQ Solid Waste Permit Number: 345
Facility Name and Location: Riverbend Landfill Company, Inc.
13469 SW Highway 18
McMinnville, OR 97128
Closure: \$-0-
Post-Closure: \$4,903,515.00
Corrective Action: \$-0-
Total Penal Sum of Bond : \$4,903,515.00
Surety(ies)'s Bond Number: :

Know All Persons By These Presents, That We, the Principal and Surety(ies) hereto, are firmly bound to the State of Oregon Department of Environmental Quality (hereinafter referred to as the DEQ), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under Oregon Revised Statute Chapter 459 to have a solid waste permit in order to own or operate each solid waste land disposal site identified above; and

Whereas said Principal is required to provide financial assurance for all costs of properly closing each site and providing post-closure care in accordance with the closure or post-closure plan, solid waste permit requirements, and for corrective action according to a remedial action option developed and selected pursuant to OAR 340 Division 40; and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully carry out corrective action according to a remedial action option developed and selected pursuant to OAR 340 Division 40 for each site for which this bond guarantees corrective action according to the remedial action option and all other applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall obtain and provide alternate financial assurance as specified in OAR 340-94-140 and 145, within 90 days after the date notice of cancellation is received by both the Principal and the DEQ Director from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the DEQ Director that the Principal has been found in violation of the closure requirements of OAR 340 Division 94, for a site for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other solid waste permit requirements or place the closure amount guaranteed for the site into the standby trust fund as directed by the DEQ Director.

Upon notification by the DEQ Director that the Principal has been found in violation of the post-closure requirements of OAR 340 Division 94 for a site for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other solid waste permit requirements or place the post-closure amount guaranteed for the site into the standby trust fund as directed by the DEQ Director.

Upon notification by the DEQ Director that the Principal has been found in violation of corrective action as specified in the remedial action option developed and selected pursuant to OAR 340 Division 94 and 40 for a site for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the remedial action option or place the corrective action amount guaranteed for the site into the standby trust fund as directed by the DEQ Director.

Upon notification by the DEQ Director that the Principal has failed to obtain and provide alternate financial assurance as specified in OAR 340 Division 94, during the ninety (90) days following receipt by both the Principal and the DEQ Director of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the DEQ Director.

The Surety(ies) hereby waive(s) notification of amendments to closure and post-closure plans, permits, remedial action option reports, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the DEQ Director, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the DEQ Director, as evidenced by the return receipts. If Principal has not provided alternate financial assurance

within 90 days of the notice of cancellation, Surety(ies) shall pay the amount of the penal sum into the standby trust account.

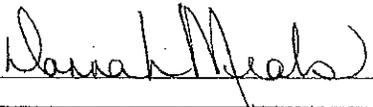
The Principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receives written authorization for termination of the bond by the DEQ Director.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure, post-closure and/or corrective action amount to correspond to the annual adjustment to the cost estimates required by OAR 340-094-140(6)(d), provided that the penal sum does not increase by more than 20 percent in any one year.

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety(ies) bond on behalf of the Principal and Surety(ies).

Principal: Riverbend Landfill Company, Inc.

By (Signature): 
Printed Name: _____

Title: _____

Donna L. Meals, Authorized Representative

(Corporate Seal)

Surety(ies): Lexon Insurance Company
10002 Shelbyville Road
Louisville, Kentucky

State of Incorporation: Texas

Liability limit: \$4,903,515.00

By (Signature): 
Printed Name: Julie Radican

Title: Attorney-in-Fact

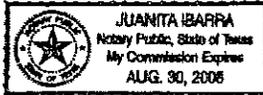
(Corporate Seal)

Bond Premium: \$24,518.00

State of Texas)
)ss
County of Harris)

On this 2nd day of June, 2008, personally appeared before me Donna L. Meals who stated that (s)he is the Director, * of Riverbend Landfill Company, Inc. corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

Juanita Barba
Notary Public for ~~KENTUCKY~~ Texas:
My Commission Expires: August 30, 2008



* Financial Assurance

State of KENTUCKY)
)ss
County of Jefferson)

On this 30th day of May, 2008, personally appeared before me Julie Radican who stated that (s)he is the Attorney-in-Fact of Lexon Insurance Company, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

Mary E. Joseph
Notary Public for Kentucky: Mary E. Joseph
My Commission Expires: 09/09/2008

POWER OF ATTORNEY

LX -

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: John B. Manus, Mary E. Joseph, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley,

Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtle F. Henry, Julie Radican, Virginia E. Woolridge, Deborah Neichter *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 5,000,000.00 Five million dollars ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/09

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 30th Day of May, 2008



[Signature] Donald D. Buchanan Secretary

