

Trust Fund Agreement

This Trust Fund Agreement (hereinafter "Agreement") is entered into as of January 14, 2010, by and between the Permittee, Riverbend Landfill Co., 13469 SW Highway 18, McMinnville, OR 97128, (hereinafter "Grantor") and Wells Fargo Bank, N.A, a national bank, (hereinafter "Trustee").

Whereas, the Oregon Department of Environmental Quality (hereinafter "DEQ"), an agency of the State of Oregon, has established certain regulations in OAR 340 Divisions 93 and 94 applicable to the Grantor, requiring that an owner or operator of a solid waste land disposal site or groups of sites must demonstrate financial responsibility for all costs of properly closing the site and providing post-closure care according to the closure or post-closure plan and 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, the Grantor has elected to establish a trust fund (hereinafter "Fund") to assure all or part of such financial responsibility for the facilities identified herein; and

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee; and

Whereas Trustee is authorized to perform the duties of a trustee under the laws of the state of Oregon.

Whereas the Grantor and the Trustee have previously entered into a trust agreement effective July 5, 1989 (the "Original Agreement"), to meet the Grantor's financial responsibilities as outlined above and now the Trustee and Grantor agree that the Agreement shall replace and supercede the Original Agreement and the Original Agreement shall no longer have any force and effect as of the effective date of the Agreement, January 14, 2010.

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the Permittee who enters into this Agreement and any successors or assigns of the Grantor;

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee; and

(c) The term "Beneficiary" means DEQ.

Section 2. Identification of Facilities. This agreement pertains to the facilities identified in Schedule A, which is attached hereto and by this reference incorporated herein.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a Fund, for the benefit of the State of Oregon, acting by and through the DEQ. The Grantor and Trustee intend that no third party have access to the Fund, except DEQ, as the sole Beneficiary of the Fund.

The Fund is established initially as consisting of the property, which is acceptable to the Trustee, and described in Schedule B, which is attached hereto and by this reference incorporated herein. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee

shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by DEQ.

Section 4. Payment. The Trustee shall satisfy a claim by making payments from the Fund only upon receipt of the following document:

- (a) Certification from the Grantor that the claim should be paid. The certification must be worded as follows:

Certification of Valid Claim

The undersigned, as Grantor, hereby certifies that the claim arising from closing, providing post-closure care, or required corrective action at Grantor's solid waste land disposal sites should be paid in the amount of \$_____.

Signature: _____

Grantor: Riverbend Landfill Co.

Grantor shall provide the DEQ Director a copy of the certification in paragraph (a) of this section concurrently with the submittal thereof to Trustee. Trustee shall not pay the claim until thirty (30) days have elapsed since the date of the Certification of Valid Claim, and the DEQ Director shall not have objected in writing to the payment within this thirty (30) day period.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the Fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstance then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, except that:

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common commingled, or collective trust fund created by the Trustee in which the fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 81a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuations. The Trustee shall annually, at least thirty (30) days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the DEQ Director an annual accounting statement of the Fund that details the prior year's disbursements, the current balance, and the investment(s) in which the Fund's monies are currently held. For purposes of this submittal, any securities in the Fund shall be valued at market value -- as of no more than sixty (60) days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within ninety (90) days after the statement has been furnished to the Grantor and the DEQ Director, shall constitute a conclusively binding assent by the Grantor barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the annual accounting statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services, as agreed upon in writing, from time to time, with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the DEQ Director, and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Schedule C, or such other designees as the Grantor may designate by amendments to Schedule C. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the DEQ Director to the Trustee shall be in writing, signed by the DEQ Director or his/her designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or DEQ hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or DEQ, except as provided for herein.

Section 15. Notice of Nonpayment. If a payment is made under Section 4 of this Agreement, the Trustee shall notify the Grantor and DEQ of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the Fund to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the Fund to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within ten (10) working days after the anniversary date of the establishment of the Fund, provide a written notice of nonpayment to the DEQ Director.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the DEQ Director, or by the Trustee and the DEQ Director if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the DEQ Director, or by the Trustee and the DEQ

Director, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

The DEQ Director will agree to termination of the Trust when the Permittee (Grantor) has substituted alternate financial assurance as specified by Division 94 of Oregon Administrative Rules Chapter 340, and the alternate financial assurance has been approved in writing by the DEQ Director.

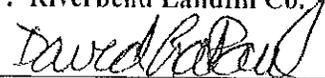
Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the DEQ Director issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Oregon.

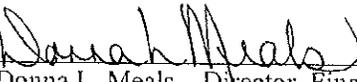
Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written.

Grantor: Riverbend Landfill Co.



David LaPaul - Assistant Treasurer

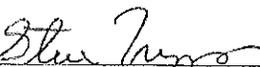
Attest: 

Donna L. Meals - Director, Financial Assurance

Trustee: Wells Fargo Bank, N.A.

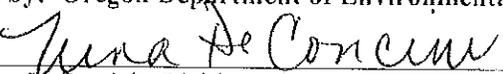


Mark A. Thomas - Vice President

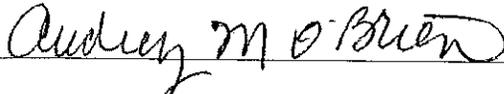
Attest: 

Steven Treperinas - Assistant Vice President

Approved by: Oregon Department of Environmental Quality



Nina DeConcini - Division Administrator

Attest: 

Dolores Passarelle, Actg Mgr.
Dolores Passarelle – Revenue Manager

SCHEDULE A

Facility Name: Riverbend Landfill Co.

Facility Address: 13469 SW Highway 18, McMinnville, OR 97128

DEQ Solid Waste Permit Number/s: 345

Current Closure Cost Estimate/s:	\$6,603,174.82	<i>Effective 4/9/2009</i>
Current Post-Closure Cost Estimate/s:	\$4,433,167.93	<i>Effective 4/9/2009</i>
Current Closure Balance in Wells Fargo Acct# 353805:	\$4,947,681.00	<i>Effective 2/28/2009</i>
Current Post-Closure Balance in Wells Fargo Acct# 353806:	\$1,973,525.00	<i>Effective 2/28/2009</i>

SCHEDULE B

Riverbend Landfill
Closure and Post Closure Trust Funds
2009 Update

2009 DEQ Inflation rate = 1.0139 Post Closure Annual Cost (2009 \$) = \$ 184,815
 2009 DEQ Discount rate = 1.0197 2/29/09 Estimated tons remaining = 2,732,590 tons
 2009 Trust Investment rate = 1.0197 Assumed Annual Waste Acceptance = 590,000 tons

Period	Year	Costs in Current Year Dollars (1)		Annual Trust Payment (\$1.51 per ton)		End of Year Nominal Trust Dollars (2)		Expected Payment Bond		Current Year Total of Mechanisms
		Closure	Total	Closure	Total	Closure	Total	Closure	Total	
1	2009	\$ 6,603,175	\$ 11,036,343	\$ 497,292	\$ 830,500	\$ 5,133,643	\$ 1,972,396	\$ 1,402,740	\$ 2,958,064	\$ 11,036,343
2	2010	\$ 6,694,959	\$ 11,193,748	\$ 497,292	\$ 830,500	\$ 5,197,864	\$ 2,508,544	\$ 1,052,303	\$ 2,483,537	\$ 11,189,748
3	2011	\$ 6,788,019	\$ 11,345,285	\$ 497,292	\$ 830,500	\$ 5,275,864	\$ 3,055,255	\$ 694,431	\$ 1,989,304	\$ 11,345,285
4	2012	\$ 6,882,372	\$ 11,502,985	\$ 497,292	\$ 830,500	\$ 5,355,486	\$ 3,612,735	\$ 328,968	\$ 1,505,170	\$ 11,502,985
5	2013	\$ 6,978,037	\$ 11,662,876	\$ 471,004	\$ 804,212	\$ 7,355,486	\$ 4,154,909	\$ -	\$ 1,000,933	\$ 11,707,118
1	2014	\$ 7,075,032	\$ 11,837,606			\$ 7,500,990	\$ 4,236,761	\$ -	\$ 407,665	\$ 12,144,816
2	2015	\$ 4,433,168	\$ 4,438,610				\$ 4,580,768	\$ -	\$ 201,849	\$ 4,438,610
3	2016	\$ 4,484,789	\$ 4,312,923				\$ 4,447,050	\$ -	\$ -	\$ 4,447,050
4	2017	\$ 4,165,489	\$ 4,185,489				\$ 4,328,282	\$ -	\$ -	\$ 4,328,282
5	2018	\$ 4,056,283	\$ 4,056,283				\$ 4,204,266	\$ -	\$ -	\$ 4,204,266
6	2019	\$ 3,925,282	\$ 3,925,282				\$ 4,074,918	\$ -	\$ -	\$ 4,074,918
7	2020	\$ 3,792,459	\$ 3,792,459				\$ 3,940,072	\$ -	\$ -	\$ 3,940,072
8	2021	\$ 3,657,790	\$ 3,657,790				\$ 3,789,580	\$ -	\$ -	\$ 3,789,580
9	2022	\$ 3,521,250	\$ 3,521,250				\$ 3,653,288	\$ -	\$ -	\$ 3,653,288
10	2023	\$ 3,382,811	\$ 3,382,811				\$ 3,442,678	\$ -	\$ -	\$ 3,442,678
11	2024	\$ 3,242,448	\$ 3,242,448				\$ 3,178,035	\$ -	\$ -	\$ 3,178,035
12	2025	\$ 3,100,134	\$ 3,100,134				\$ 3,006,944	\$ -	\$ -	\$ 3,006,944
13	2026	\$ 2,955,842	\$ 2,955,842				\$ 2,829,235	\$ -	\$ -	\$ 2,829,235
14	2027	\$ 2,809,545	\$ 2,809,545				\$ 2,644,731	\$ -	\$ -	\$ 2,644,731
15	2028	\$ 2,661,213	\$ 2,661,213				\$ 2,453,254	\$ -	\$ -	\$ 2,453,254
16	2029	\$ 2,510,820	\$ 2,510,820				\$ 2,254,618	\$ -	\$ -	\$ 2,254,618
17	2030	\$ 2,358,337	\$ 2,358,337				\$ 2,048,637	\$ -	\$ -	\$ 2,048,637
18	2031	\$ 2,203,734	\$ 2,203,734				\$ 1,835,117	\$ -	\$ -	\$ 1,835,117
19	2032	\$ 2,046,982	\$ 2,046,982				\$ 1,613,862	\$ -	\$ -	\$ 1,613,862
20	2033	\$ 1,888,051	\$ 1,888,051				\$ 1,384,670	\$ -	\$ -	\$ 1,384,670
21	2034	\$ 1,726,911	\$ 1,726,911				\$ 1,147,335	\$ -	\$ -	\$ 1,147,335
22	2035	\$ 1,563,531	\$ 1,563,531				\$ 901,647	\$ -	\$ -	\$ 901,647
23	2036	\$ 1,397,880	\$ 1,397,880				\$ 647,390	\$ -	\$ -	\$ 647,390
24	2037	\$ 1,228,927	\$ 1,228,927				\$ 384,342	\$ -	\$ -	\$ 384,342
25	2038	\$ 1,059,639	\$ 1,059,639				\$ 112,279	\$ -	\$ -	\$ 112,279
26	2039	\$ 886,984	\$ 886,984				\$ -	\$ -	\$ -	\$ -
27	2040	\$ 711,929	\$ 711,929				\$ -	\$ -	\$ -	\$ -
28	2041	\$ 534,441	\$ 534,441				\$ -	\$ -	\$ -	\$ -
29	2042	\$ 354,486	\$ 354,486				\$ -	\$ -	\$ -	\$ -
30	2043	\$ 172,029	\$ 172,029				\$ -	\$ -	\$ -	\$ -

Note: (1): 2009 Cost estimate adjustment conducted in April 2009
 (2): 2009 Trust Fund Balance as of 2/28/09; Closure = \$4,947,561; Post-Closure = \$1,973,525

SCHEDULE C

GRANTOR

Name: David LaPaul

Title: Assistant Treasurer

Signature: David LaPaul

Name: Donna L. Meals

Title: Authorized Representative

Signature: Donna L. Meals

TRUST FUND

