FARGO

International Trade Services
525 Market Street, 25th Floor
San Francisco, CA 94105

WELLS FARGO BANK, N.A.
TRADE SERVICES DIVISION, NORTHERN CALIFORNIA
525 MARKET STREET, 25TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

HAND DELIVERED

AUG 31 2000

Division Of Solid & Hazardous Waste
Utah Dept-of Environmental Quality
2000.03351

IRREVOCABLE LETTER OF CREDIT

Executive Secretary of the Utah Solid and Hazardous Waste Control Board
Department of Environmental Quality
288 North 1460 West
Salt Lake City, UT 84114-4880
Attention: Mr. Dennis Downs

Dear Sir or Madam:

We hereby establish our Irrevocable Letter Of Credit No. NZS361794 in your favor, at the request and for the account of Envirocare of Utah, Inc., 46 West Broadway, Suite 116, Salt Lake City, UT 84101 up to the aggregate amount of Ten Million Two Hundred fifty-seven Thousand One Hundred and twenty-one U.S. Dollars $10,257,121.00 available upon presentation of :

1. Your sight draft, bearing reference to this letter of credit No. NZS361794, and
2. Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended."

This letter of credit is effective as of August 30, 2000 and shall expire on August 30, 2001, but such expiration date shall be automatically extended for a period of 1 year on August 30, 2001 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Envirocare of Utah, Inc. by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Envirocare of Utah, Inc., as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Envirocare of Utah, Inc. in accordance with your instructions.

We certify that the wording of this letter of credit is identical to the wording specified in 40 CFR 264.151(d) as incorporated by reference in Utah Administrative Code (UAC) R315-8-8 as such regulations were constituted on the date shown immediately below.

WELLS FARGO BANK, N.A.

BY: _____
Brian T. O'Connell
Assistant Vice President

Dated: August 30, 2000

This credit is subject to the ICC Uniform Customs and Practice for Documentary Credits (1993 Revision), published and copyrighted by the International Chamber of Commerce.

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WELLS FARGO BANK, N.A.
TRADE SERVICES DIVISION, NORTHERN CALIFORNIA
525 MARKET STREET, 25TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

August 30, 2000

Mr. Dennis Downs
Executive Secretary
Utah Solid and Hazardous Waste Board
Department of Environmental Quality
288 North 1460 West
Salt Lake City, UT 84114-4880

Dear Mr. Downs,

We have been informed that you have requested us to detail what our requirements would be for a complying drawing under the Letter of Credit to be issued by Wells Fargo Bank, N.A. in your favor.

Pursuant to the terms of the Letter of Credit, we would consider a drawing presented to us at our above address on or before the expiration date of the Letter of Credit to be in compliance with the terms of the Letter of Credit if you presented your sight draft, bearing reference to this letter of credit No. NZS361794 together with your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended.".

Note that since the Letter of Credit does not require the signature to be notarized we would not look for the signature of the person signing the statement to be notarized

The presentation of a drawing can be by any type of delivery method you deem prudent to insure that the drawing is physically received by ourselves in good order. Acceptable methods of delivery would be hand delivery, express courier delivery and registered or certified mail delivery. Facsimile delivery of the drawing is not an acceptable delivery method.

Examples of a draft and statement are attached. With applicable instructions followed and signatures we would consider them complying under the Letter of Credit

Very truly yours

Brian T. O'Connell
Assistant Vice President
Wells Fargo Bank, N.A.

FORM OF SIGHT DRAFT

SAN FRANCISCO, CALIFORNIA _____
(DATE)

AT SIGHT PAY TO THE ORDER OF Executive Secretary of the Utah Solid and Hazardous Waste Control Board
US$ [Drawing Amount in Numbers]

_____[Drawing Amount In Words]_____ **U.S. DOLLARS**

DRAWN UNDER WELLS FARGO BANK, N.A. LETTER OF CREDIT NO. NZS361794

VALUE RECEIVED AND CHARGE THE SAME TO THE ACCOUNT OF Envirocare of Utah, Inc.

TO: **WELLS FARGO BANK, N.A.**
TRADE SERVICES DIVISION, N. CALIFORNIA
525 MARKET STREET , 25TH FLOOR
SAN FRANCISCO, CA 94105

Executive Secretary of the Utah Solid and Hazardous Waste Control Board

_____
AUTHORIZED SIGNATURE

Note:

- ***The "date" to be inserted is the date the draft is drawn.***
- ***The "Pay to the Order" Party is the beneficiary of the Letter of Credit.***
- ***The amount of the drawing should be first in numbers and then in words.***
- ***The letter of credit number should be inserted in the appropriate space.***
- ***The "Charge the same to the Account of " party should be the applicant of the Letter of Credit.***
- ***The person signing the draft should also endorse it on the back (like a check).***

FORM OF STATEMENT

Re: Wells Fargo Bank, N.A. Letter of Credit No. NZS361794

To whom it may concern:

I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended.

Sincerely Yours

Executive Secretary of the Utah Solid and Hazardous
Waste Control Board

_____

HAND DELIVERED

AUG 31 2000

Division Of Solid & Hazardous Waste
Utah Dept-of Environmental Quality
2000.03351

ENVIROCARE OF UTAH, INC.

MIXED WASTE

CLOSURE AND POST-CLOSURE

STANDBY TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of August 29, 2000, by and between Envirocare of Utah, a Utah corporation, the "Grantor," and Wells Fargo Bank, National Association, the "Trustee."

Whereas, Utah State Department of Environmental Quality, Executive Secretary of the Utah Solid and Hazardous Waste Control Board, "Executive Secretary of the Board" has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility.

Whereas, the Grantor has elected to establish a standby trust into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibility for the facilities identified herein.

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.

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

Section 1. Definition. As used in this Agreement:

(a) The term "Grantor" means the owner or operator 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.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates that will be identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund, the "Fund," for the benefit of the Executive Secretary of the Board. The Grantor and the Trustee intend that, no third party shall have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, as will then be described in Schedule B and attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits hereon, 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 the Executive Secretary of the Board.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the Executive Secretary of the Board shall direct, in writing to provide for the

payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Executive Secretary of the Board from the Fund for closure and post-closure expenditures in such amounts as the Executive Secretary of the Board shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Executive Secretary of the Board specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

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 of the Fund and keep the Fund invested as a single fund, without distinction between 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 trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances 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. 80a-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 depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary 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 Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Executive Secretary of the Board a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 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 90 days after the statement has been furnished to the Grantor and the Executive Secretary of the

Board 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 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 service 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 even 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 Executive Secretary of the Board, and the present Trustee by certified mail 10 days before such a 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 Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. 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 Executive Secretary of the Board to the Trustee shall be in writing, signed by the Executive Secretary of the Board in which the facilities are located, or a designee of the Executive Secretary, 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 Executive Secretary of the Board hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Granter and/or Executive Secretary of the Board, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the Executive Secretary of the Board, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the

Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Executive Secretary of the Board, or by the Trustee and the Executive Secretary of the Board 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 Executive Secretary of the Board, or by the Trustee and the Executive Secretary of the Board, 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.

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 Executive Secretary of the Board issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust 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 Utah.

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 their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as incorporated by reference in Utah Administrative Code (UAC) R315-8-8 as such regulations were constituted on the date first above written.

ENVIROCARE OF UTAH, INC.,
a Utah corporation

By_____
Name: CHARLES A. TODD
Title: President

"Grantor"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By Connie S. Nowland
Name:
Title: ASSISTANT VICE PRESIDENT

"Trustee"

SCHEDULE A

EPA ID: UTD982598898

NAME: Envirocare of Utah, Inc. Mixed Waste Facility as defined by the State-issued RCRA Part B Permit

ADDRESS: Section 32 of Township 1 South and Range 11 West, Tooele County, Utah.

AMOUNT OF COVERAGE: $10,257,121.00 U.S. Dollars

SIGNATORY FOR GRANTOR: Charles A. Judd

SCHEDULE B

The funding of this standby agreement consists of cash from an Irrevocable Letter of Credit No. NZS 361794.

EXHIBIT A

Designated Signatory for Grantor:	Charles A. Judd
Designated Signatory for Beneficiary:	Executive Secretary of the Utah Solid and Hazardous Waste Control Board

Certificate of Acknowledgment

State of Utah

County of Salt Lake

On this 30 day of August, 2000, before me personally came Charles A. Judd to me known, who, being by me duly sworn, did depose and say that he is President, of Envirocare of Utah, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Karen Berhman
Notary Public

My Commission Expires: August 2, 2003