AMENDMENT No. 2 TO
SOLID WASTE COLLECTION FRANCHISE AGREEMENT

THIS AMENDMENT No. 2 is entered into on the date below stated by and between the County of San Luis Obispo, a political subdivision of the State of California (hereinafter referred to as "County"), and Mission Country Disposal, a wholly owned subsidiary of Waste Connections, Inc. (hereinafter referred to as "Franchisee").

WHEREAS, On December 9, 2008, the County entered into a Solid Waste Collection Franchise Agreement with Mission Country Disposal to provide solid waste collection, transportation and disposal service in certain unincorporated areas of coastal San Luis Obispo County under terms which became effective December 9, 2008, and could be extended until June 30, 2026; and

WHEREAS, Mission Country Disposal is a wholly owned subsidiary of Waste Connections, Inc.; and

WHEREAS, green waste collected from certain areas of the County is regulated by the California Department of Food and Agriculture due to an established quarantine for the light brown apple moth; and

WHEREAS, the California Department of Food and Agriculture enters into Compliance Agreements with facilities that can process the light-brown-apple-moth-regulated green waste within 48 hours of receipt for use as Alternative Daily Cover; and

WHEREAS, said Franchise Agreement prohibits the use of any green waste collected under the Agreement to be used as Alternative Daily Cover; and

WHEREAS, said Franchise Agreement was amended on September 21, 2010, to permit the use of any green waste collected under the Franchise Agreement to be delivered for use as Alternative Daily Cover for up to 2 years; and

WHEREAS, San Luis Obispo County and Franchisee desire to amend the existing Franchise Agreement to extend the time period for the delivery of light-brown-apple-moth contaminated green waste to an appropriate facility for use as Alternative Daily Cover until September 1, 2015; and

WHEREAS, San Luis Obispo County and Franchisee desire to amend the existing Franchise Agreement to extend the time period until September 1, 2013, for the delivery of uncontaminated green waste to an appropriate facility for use as Alternative Daily Cover.

NOW THEREFORE, in light of the above recitals, it is agreed as follows:

1. Article 4.8.2 sub paragraph 4.8.2.1 of the Franchise Agreement is amended as follows:

> 4.8.2.1 Green waste collected by Franchisee that is found by the California Department of Food and Agriculture to be contaminated by the light brown apple moth may be delivered by Franchisee to any facility with a Compliance Agreement with the California Department of Food and Agriculture for use as Alternative Daily Cover until September 1, 2015. Continued delivery of this green waste as Alternate Daily Cover can be extended for one year by the Director of Public Works.

2. Article 4.8.2 is further amended to add the following subparagraph 4.8.2.2:

> 4.8.2.2 By September 1, 2013, uncontaminated green waste collected by Franchisee shall not be delivered to any facility that will use it as Alternative Daily Cover. Further, under no circumstance shall Franchisee deliver or arrange for delivery of any uncontaminated green waste to a facility for burial without the written approval of the Director of Public Works.

3. In all other respects, the remaining terms and conditions of the Franchise Agreement shall remain in full force and effect.

#####

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 18th day of September 2012.

FRANCHISEE
Mission Country Disposal

By: _____
Ronald Mittelstaedt, CEO
Waste Connections, Inc.

By: _____
Robert Cloninger, Corporate Counsel
Waste Connections, Inc.

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R JENSEN
County Counsel

By: _____
Deputy County Counsel

Dated 8/28/12

COUNTY OF SAN LUIS OBISPO

By: _____

ATTEST:
Clerk of the Board of Supervisors

[SEAL]

L:\WASTE\SEP12\BOS\ADC Amendment 2 MCD Franchise Sept 2012.doc