

## AMENDMENT NO. 1

to the

### AMENDED AND RESTATED REVOLVING CREDIT AND TERM LOAN AGREEMENT

**Amendment No. 1** (this "Amendment"), dated as of June 30, 2005, by and among **WASTE CONNECTIONS, INC.**, a Delaware corporation (the "Parent"), the subsidiaries of the Parent set forth on the signature pages hereto (collectively with the Parent, the "Borrowers"), **BANK OF AMERICA N.A.**, a national banking association having a place of business at 100 Federal Street, Boston, Massachusetts 02110 and the other banks and lending institutions (collectively, the "Lenders") set forth on the signature pages hereto, and **BANK OF AMERICA N.A.**, as administrative agent for the Lenders (the "Administrative Agent").

**WHEREAS**, the Borrowers, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of November 17, 2004 (as amended and in effect from time to time, the "Credit Agreement"); and

**WHEREAS**, the Borrowers have requested that the Administrative Agent and the Required Lenders agree, and the Administrative Agent and the Required Lenders have agreed, on the terms and subject to the conditions set forth herein, to amend certain of the terms and provisions of the Credit Agreement.

**NOW THEREFORE**, the parties hereto hereby agree as follows:

**§1. Defined Terms.** Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

**§2. Amendments to § 8.6 of the Credit Agreement.** Section 8.6 of the Credit Agreement is hereby amended by (i) deleting the amount "\$50,000,000" in subsection (c) thereof and inserting "75,000,000" in its place, and (ii) deleting the word "subordinated" appearing in subsection (e) thereof.

**§3. Representations and Warranties.** Each of the Borrowers hereby represents and warrants to the Lenders as follows:

(a) The representations and warranties contained in § 6 of the Credit Agreement are true and correct at and as of the date made and as of the date hereof, except to the extent of changes resulting from transactions contemplated or permitted by the Credit Agreement and the other Loan Documents and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, or to the extent that such representations and warranties relate expressly to an earlier date.

(b) As of the date hereof, after giving effect to the provisions hereof, there exists no Event of Default or Default.

**§4. Effectiveness.** This Amendment shall be effective upon the execution and delivery of this Amendment signed by each Borrower, the Administrative Agent and the Required Lenders.

**§5. Miscellaneous.** This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought. Delivery by facsimile by any of the parties hereto of an executed counterpart of this Amendment shall be as effective as an original executed counterpart hereof and shall be considered a representation that an original executed counterpart hereof will be delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**THE BORROWERS:**

WASTE CONNECTIONS, INC.  
AMERICAN DISPOSAL COMPANY, INC.  
AMERICAN SANITARY SERVICE, INC.  
ARROW SANITARY SERVICE, INC.  
BITUMINOUS RESOURCES, INC.  
BUTLER COUNTY LANDFILL, INC.  
CAMINO REAL ENVIRONMENTAL CENTER, INC.  
COLD CANYON LAND FILL, INC.  
COMMUNITY REFUSE DISPOSAL INC.  
CONTRACTORS WASTE SERVICES, INC.  
CORRAL DE PIEDRA LAND COMPANY  
CURRY TRANSFER & RECYCLING, INC.  
D. M. DISPOSAL CO., INC.  
DENVER REGIONAL LANDFILL, INC.  
EMPIRE DISPOSAL, INC.  
ENVIRONMENTAL TRUST COMPANY  
ENVIRONMENTAL WASTE SYSTEMS, INC.  
FINNEY COUNTY LANDFILL, INC.  
G & P DEVELOPMENT, INC.  
ISLAND DISPOSAL, INC.  
J BAR J LAND, INC.  
LEALCO, INC.  
LES' COUNTY SANITARY, INC.  
MADERA DISPOSAL SYSTEMS, INC.  
MAMMOTH DISPOSAL COMPANY  
MANAGEMENT ENVIRONMENTAL NATIONAL, INC.  
MASON COUNTY GARBAGE CO., INC.  
MILLENNIUM WASTE INCORPORATED  
MISSION COUNTRY DISPOSAL  
MORRO BAY GARBAGE SERVICE  
MURREY'S DISPOSAL COMPANY, INC.  
NEBRASKA ECOLOGY SYSTEMS, INC.  
NOBLES COUNTY LANDFILL, INC.  
NORTHERN PLAINS DISPOSAL, INC.

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**NORTHWEST CONTAINER SERVICES, INC.  
OKLAHOMA CITY WASTE DISPOSAL, INC.  
OKLAHOMA LANDFILL HOLDINGS, INC.  
OSAGE LANDFILL, INC.  
RED CARPET LANDFILL, INC.  
RH FINANCIAL CORPORATION  
RHINO SOLID WASTE, INC.  
SAN LUIS GARBAGE COMPANY  
SCOTT SOLID WASTE DISPOSAL COMPANY  
SEDALIA LAND COMPANY  
SOUTH COUNTY SANITARY SERVICE, INC.  
SOUTHERN PLAINS DISPOSAL, INC.  
TACOMA RECYCLING COMPANY, INC.  
TENNESSEE WASTE MOVERS, INC.  
WASCO COUNTY LANDFILL, INC.  
WASTE CONNECTIONS MANAGEMENT SERVICES, INC.  
WASTE CONNECTIONS OF ALABAMA, INC.  
WASTE CONNECTIONS OF ARIZONA, INC.  
WASTE CONNECTIONS OF ARKANSAS, INC.  
WASTE CONNECTIONS OF CALIFORNIA, INC. (F/K/A AMADOR DISPOSAL SERVICE,  
INC.)  
WASTE CONNECTIONS OF COLORADO, INC.  
WASTE CONNECTIONS OF ILLINOIS, INC.  
WASTE CONNECTIONS OF IOWA, INC. (F/K/A WHALEY WASTE SYSTEMS INC.)  
WASTE CONNECTIONS OF KANSAS, INC.  
WASTE CONNECTIONS OF KENTUCKY, INC.  
WASTE CONNECTIONS OF MINNESOTA, INC. (F/K/A RITTER'S SANITARY SERVICE,  
INC.)  
WASTE CONNECTIONS OF MISSISSIPPI, INC. (F/K/A LIBERTY WASTE SERVICES OF  
MISSISSIPPI HOLDINGS, INC.)  
WASTE CONNECTIONS OF MISSOURI, INC.  
WASTE CONNECTIONS OF MONTANA, INC.  
WASTE CONNECTIONS OF NEBRASKA, INC.  
WASTE CONNECTIONS OF NEW MEXICO, INC.  
WASTE CONNECTIONS OF OKLAHOMA, INC. (F/K/A B & B SANITATION, INC.)  
WASTE CONNECTIONS OF OREGON, INC. (F/K/A SWEET HOME SANITATION  
SERVICE, INC.)  
WASTE CONNECTIONS OF SOUTH DAKOTA, INC.(F/K/A NOVAK ENTERPRISES, INC.)  
WASTE CONNECTIONS OF TENNESSEE, INC. (FKA LIBERTY WASTE SERVICES OF  
TENNESSEE HOLDINGS, INC.)  
WASTE CONNECTIONS OF THE CENTRAL VALLEY, INC. (F/K/A/ KINGSBURG  
DISPOSAL SERVICE, INC.)  
WASTE CONNECTIONS OF UTAH, INC.**

By: \_\_\_\_\_

Ronald J. Mittelstaedt  
Chief Executive Officer

**WASTE CONNECTIONS OF WASHINGTON, INC.  
WASTE CONNECTIONS OF WYOMING, INC.  
WASTE CONNECTIONS TRANSPORTATION COMPANY, INC.  
WASTE SERVICES OF N.E. MISSISSIPPI, INC.  
WCI OF GEORGIA, INC.  
WEST COAST RECYCLING AND TRANSFER, INC.**

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**COLUMBIA RESOURCE CO., L.P.  
FINLEY-BUTTES LIMITED PARTNERSHIP**

By: Management Environmental National, Inc.,  
its General Partner

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**EL PASO DISPOSAL, LP**

By: Waste Connections of Texas, LLC,  
its General Partner

By: Waste Connections Management Services, Inc.,  
its Manager

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**SANTEK ENVIRONMENTAL OF MISSISSIPPI, L.L.C.  
WASTE SERVICES OF MISSISSIPPI, LLC**

By: Waste Connections, Inc.,  
its Managing Member

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**WASTE CONNECTIONS OF TEXAS, LLC**

By: Waste Connections Management Services, Inc.,  
its Manager

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**RAILROAD AVENUE DISPOSAL, LLC  
SCOTT WASTE SERVICES, LLC**

By: Waste Connections, Inc.  
Its Manager

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**WASTE SOLUTIONS GROUP OF SAN BENITO, LLC**

By: Waste Connections, Inc.,  
its Manager

By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Chief Executive Officer

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: \_\_\_\_\_  
Carol G. Aim  
Assistant Vice President

**BANK OF AMERICA, N.A.,**  
as Lender

By: \_\_\_\_\_  
Maria F. Maia  
Managing Director

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
individually and as Syndication Agent

By: \_\_\_\_\_

Name:

Title:



**WELLS FARGO BANK, N.A.**

By: \_\_\_\_\_

Name:

Title:

**CALYON NEW YORK BRANCH**

By: \_\_\_\_\_

Name:

Title:

**UNION BANK OF CALIFORNIA, N.A.**

By: \_\_\_\_\_

Name:

Title:

**LASALLE BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

**JPMORGAN CHASE**

By: \_\_\_\_\_

Name:

Title:

**GUARANTY BANK**

By: \_\_\_\_\_

Name:

Title:

**FIRST BANK D/B/A FIRST BANK & TRUST**

By: \_\_\_\_\_

Name:

Title:



**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

**COMMERZBANK AG, NEW YORK  
AND GRAND CAYMAN BRANCHES**

By: \_\_\_\_\_

Name: Christian Jagenberg  
Title: SVP and Manger

By: \_\_\_\_\_

Name: Yangling Joanne Si  
Title: AVP

**CITICORP NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name:

Title:

**BANK OF THE WEST**

By: \_\_\_\_\_

Name:

Title:

**PEOPLE'S BANK**

By: \_\_\_\_\_

Name:

Title:

**BANK OF SCOTLAND**

By: \_\_\_\_\_

Name:

Title: