

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) **December 5, 2008**

**Republic Services, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**1-14267**

(Commission File Number)

**65-0716904**

(IRS Employer Identification No.)

**18500 North Allied Way, Phoenix, Arizona**

(Address of Principal Executive Offices)

**85054**

(Zip Code)

**(480) 627-2700**

(Registrant's Telephone Number, Including Area Code)

**110 S.E. 6th Street, Suite 2800, Fort Lauderdale, Florida 33301**

(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13d-4(c))

## **ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.**

On December 5, 2008, Allied Waste Industries, Inc. (“Allied”) merged with RS Merger Wedge, Inc. (“Merger Sub”), a wholly owned subsidiary of Republic Services, Inc. (“Republic”), with Allied continuing as the surviving corporation and a wholly owned subsidiary of Republic (the “Merger”). The Merger was effected pursuant to an Agreement and Plan of Merger dated as of June 22, 2008, as amended, by and among Republic, Allied, and Merger Sub (the “Merger Agreement”).

In connection with the Merger, each share of common stock of Allied, par value \$0.01 per share, was cancelled and converted into the right to receive .45 shares of Republic common stock, par value \$0.01 per share. In connection with the Merger, Republic issued approximately 196.2 million shares of Republic common stock to Allied stockholders representing approximately 52% ownership of the combined company. Cash will be paid in lieu of fractional shares of Republic common stock.

Republic’s common stock will continue to trade on the New York Stock Exchange (“NYSE”) under the symbol “RSG.” Allied’s common stock was delisted from the NYSE, effective at the open of the market on December 8, 2008.

The foregoing description of the Merger Agreement and the Merger is not complete and is qualified in its entirety by reference to the Merger Agreement, which was attached as Exhibit 2.1 to Republic’s Current Report on Form 8-K, filed with the Securities and Exchange Commission on June 23, 2008, as Exhibit 2.1 to Republic’s Current Report on Form 8-K, filed with the Securities and Exchange Commission on August 6, 2008, and as Exhibit 2.1 to this Current Report in Form 8-K, and is incorporated herein by this reference.

A copy of a press release issued by Republic announcing the consummation of the Merger is attached hereto as Exhibit 99.1, and is incorporated herein by reference.

## **ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE ARRANGEMENT OF A REGISTRANT.**

In connection with the Merger, on December 5, 2008, Republic and substantially all of its subsidiaries, including substantially all of the subsidiaries of Allied, entered into the Third Supplemental Indenture by and among the parties thereto as listed on Exhibit 4.1 to this Current Report on Form 8-K.

The Third Supplemental Indenture provides for the guaranty by Republic and the other guarantors thereunder of the 9.25% debentures due 2021 and the 7.40% debentures due 2035 issued by Browning-Ferris Industries, LLC (successor to Browning-Ferris Industries, Inc.) (“BFI”) under that certain Indenture, dated as of September 1, 1991, as amended and supplemented from time to time (“BFI Indenture”), by and between BFI, BBCO, Inc., as Co-Obligor, and The Bank of New York Mellon Trust Company, N.A., successor to JPMorgan Chase Bank, National Association (successor to Chase Bank of Texas, National Association), as successor trustee to First City, Texas-Houston, National Association. Subsidiaries of Republic and Allied that were not required by the terms of Republic’s \$1.0 billion and \$1.75 billion credit facilities to guaranty such credit facilities, and which did not guaranty such credit facilities, are not parties to the Third Supplemental Indenture. Prior to the Merger, Allied and Allied Waste North American Inc. (“AWNA”) had become guarantors under the BFI Indenture.

As of November 30, 2008, the outstanding principal amount of the 9.25% debentures was \$99.5 million and the outstanding principal amount of the 7.40% debentures was \$360 million.

The guaranty delivered by Republic and its subsidiaries of the obligations under the BFI Indenture is a guaranty of payment, not of collection. The guaranty by the subsidiaries of Allied became effective on the day following the effective date of the Merger. The terms of the BFI Indenture contain customary provisions permitting the trustee and holders of debentures to accelerate the amounts outstanding thereunder, including for non-payment of principal and interest.

In addition, in connection with the Merger, on December 5, 2008, Republic and substantially all of its subsidiaries that existed prior to the Merger, together with Allied and substantially all of its subsidiaries, entered into the Twentieth Supplemental Indenture by and among the parties thereto as listed on Exhibit 4.2 to this Current Report on Form 8-K. The Twentieth Supplemental Indenture provides for the guaranty by Republic, and by substantially all of its subsidiaries, of the senior notes more particularly described below, issued by AWNA under that certain Indenture, dated as of December 23, 1998, as amended and supplemented from time to time (“AWNA Indenture”), between AWNA, and U.S. Bank National Association (f/k/a U.S. Bank Trust National Association), as Trustee. Subsidiaries of Republic (prior to the Merger) that were not required by the terms of Republic’s \$1.0 billion and \$1.75 billion credit facilities to guaranty such credit facilities, and which did not guaranty such credit facilities, are not parties to the Twentieth Supplemental Indenture.

Prior to the Merger, Allied and substantially all of its subsidiaries (other than those that did not guaranty Republic’s outstanding credit facilities), had become guarantors under the AWNA Indenture. These parties entered into the Twentieth Supplemental Indenture for the purpose of reaffirming their prior guarantee obligations.

As of November 30, 2008, the outstanding principal amounts of the senior notes issued under the AWNA Indenture were as follows:

	Description of Senior Notes	Amount Outstanding as of November 30, 2008
1.	6 <sup>1</sup> / <sub>2</sub> % Senior Notes due 2010 issued pursuant to Eleventh Supplemental Indenture, dated as of November 10, 2003	\$350 million
2.	5 <sup>3</sup> / <sub>4</sub> % Senior Notes due 2011 issued pursuant to Twelfth Supplemental Indenture, dated as of January 27, 2004	\$400 million
3.	6 <sup>3</sup> / <sub>8</sub> % Senior Notes due 2011 issued pursuant to Fifteenth Supplemental Indenture, dated as of April 20, 2004	\$275 million
4.	7 <sup>7</sup> / <sub>8</sub> % Senior Notes due 2013 issued pursuant to Tenth Supplemental Indenture, dated as of April 9, 2003	\$450 million
5.	6 <sup>1</sup> / <sub>8</sub> % Senior Notes due 2014 issued pursuant to Thirteenth Supplemental Indenture, dated as of January 27, 2004	\$425 million
6.	7 <sup>3</sup> / <sub>8</sub> % Senior Unsecured Notes due 2014 issued pursuant to Fourteenth Supplemental Indenture, dated as of April 20, 2004	\$400 million
7.	7 <sup>1</sup> / <sub>4</sub> % Senior Notes due 2015 issued pursuant to Sixteenth Supplemental Indenture, dated as of March 9, 2005	\$600 million
8.	7 <sup>1</sup> / <sub>8</sub> % Senior Notes due 2016 issued pursuant to Seventeenth Supplemental Indenture, dated as of May 17, 2006	\$600 million
9.	6 <sup>7</sup> / <sub>8</sub> % Senior Notes due 2017 issued pursuant to Eighteenth Supplemental Indenture, dated as of March 12, 2007	\$750 million

The guaranty delivered by Republic and its subsidiaries of the obligations under the AWNA Indenture is a guaranty of payment, not of collection. The terms of the AWNA Indenture contain customary provisions permitting the trustee and holders of senior notes to accelerate the amounts outstanding thereunder, including for non-payment of principal and interest.

**ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.**

Effective as of the effective time of the Merger, as approved by resolutions of the Republic board of directors and pursuant to the Merger Agreement, the number of directors on the Republic board of directors was increased from seven to eleven. Effective at the same time, each of the following former members of the Allied board of directors was appointed to the Republic board of directors: James W. Crownover, William J. Flynn, Nolan Lehmann, and John M. Trani. Effective as of one day after the effective time of the Merger, David I. Foley, a former member of the Allied board of directors, was appointed to the Republic board of directors. The Republic board of directors now consists of eleven directors, ten of whom are independent as defined under the NYSE director independence standards.

There are no arrangements or understandings between Messrs. Crownover, Flynn, Foley, Lehmann, and Trani and any other person pursuant to which they were appointed as directors other than the Merger Agreement. There are no transactions in which Messrs. Crownover, Flynn, Foley, Lehmann, or Trani has an interest requiring disclosure under Item 404(a) of Regulation S-K.

The Republic board of directors reconstituted the members of Republic's Audit Committee, Nominating and Corporate Governance Committee and Compensation Committee effective as of one day after the effective time of the Merger. The following persons were appointed to the Audit Committee effective as of one day after the effective time of the Merger: Ramon Rodriguez (Chairperson), John Croghan, Mr. Flynn, Mr. Lehmann and Michael Wickham. The following persons were appointed to the Nominating and Corporate Governance Committee as of one day after the effective time of the Merger: Mr. Croghan (Chairperson), Mr. Crownover, Mr. Foley, W. Lee Nutter and Allan Sorensen. The following persons were appointed to the Compensation Committee effective as of one day after the effective time of the Merger: Mr. Wickham (Chairperson), Mr. Lehmann, Mr. Rodriguez, Mr. Sorensen and Mr. Trani.

In connection with the Merger, the Republic board of directors established an Integration Committee of the Board of Directors effective as of one day after the effective time of the Merger. The following persons were appointed to the Integration Committee effective as of one day after the effective time of the Merger: Mr. Sorensen (Chairperson), Mr. Crownover, Mr. Foley, Mr. Rodriguez and Mr. Wickham.

James E. O'Connor will continue as Republic's Chief Executive Officer and Chairman of the Board and Tod C. Holmes will continue as Republic's Chief Financial Officer and has been named Executive Vice President.

Effective December 5, 2008, Michael J. Cordesman resigned as Executive Vice President of Republic and David A. Barclay resigned as Vice President, General Counsel and Assistant Secretary of Republic.

On December 5, 2008, Donald A. Slager, 46, was appointed Chief Operating Officer and President of Republic. Prior to consummation of the Merger, Mr. Slager served as President and Chief Operating Officer of Allied since January 2005. Prior to that, Mr. Slager served as Executive Vice President and Chief Operating Officer from June 2003 to January 2005, and held various other positions with Allied, and a predecessor company acquired by Allied since 1985.

On December 5, 2008, Timothy R. Donovan, 53, was appointed Executive Vice President, General Counsel and Secretary of Republic. Prior to consummation of the Merger, Mr. Donovan served as Executive Vice President, General Counsel and Corporate Secretary of Allied since April 2007. Prior to joining Allied, Mr. Donovan was Executive Vice President, Strategy and Business Development, and General Counsel of Tenneco Inc. Mr. Donovan joined Tenneco in 1999 as Senior Vice President and General Counsel.

There are no transactions in which Mr. Slager or Mr. Donovan has an interest requiring disclosure under Item 404(a) of Regulation S-K.

### **ITEM 5.03. AMENDMENTS TO THE ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.**

Republic and Allied agreed on a governance structure for Republic following the completion of the Merger, referred to as the New Republic Governance Structure. Republic amended its bylaws in connection with the Merger in order to facilitate the implementation of the New Republic Governance Structure.

The impact of the New Republic Governance Structure is described below.

#### Republic Board of Directors

During the period commencing at the effective time of the Merger and continuing until the close of business on the day immediately prior to the third annual meeting of Republic stockholders held after the effective time, referred to as the Continuation Period:

- the Republic board of directors must have a “Continuing Republic Committee,” consisting solely of five Continuing Republic Directors, defined as directors who are either (1) members of the Republic board of directors prior to the effective time of the Merger, determined by the Republic board of directors to be “independent” of Republic under the rules of the NYSE and designated by Republic to be members of the Republic board of directors as of the effective time of the Merger, or (2) subsequently nominated or appointed to be a member of the Republic board of directors by the Continuing Republic Committee;
- the Republic board of directors must have a “Continuing Allied Committee,” consisting solely of five Continuing Allied Directors, defined as directors who are either (1) members of the Allied board of directors prior to the effective time of the Merger, determined by the Allied board of directors to be “independent” of Allied and Republic under the rules of the NYSE and designated by Allied to be members of the Republic board of directors as of the effective time of the Merger, or (2) subsequently nominated or appointed to be a member of the Republic board of directors by the Continuing Allied Committee;
- the Republic board of directors must be comprised of eleven members, consisting of (1) the Chief Executive Officer of Republic, (2) five Continuing Republic Directors, and (3) five Continuing Allied Directors, provided that, notwithstanding the foregoing, after the Initial Continuation Period, the size of the Republic board of directors may be increased by the affirmative vote of a majority of the board of directors;
- at each meeting of the Republic stockholders during the Continuation Period at which directors are to be elected, (1) the Continuing Republic Committee shall have the exclusive authority on behalf of Republic to nominate as directors of the Republic board of directors, a number of persons for election equal to the number of Continuing Republic Directors to be elected at such meeting, and (2) the Continuing Allied Committee shall have the exclusive authority on behalf of Republic to nominate as directors of the Republic board of directors, a number of persons for election equal to the number of Continuing Allied Directors to be elected at such meeting; and
- all directors nominated or appointed by the Continuing Republic Committee or the Continuing Allied Committee, as the case may be, must be “independent” of Republic for purposes of the rules of the NYSE, as determined by a majority of the persons making the nomination or appointment.

In addition, during the period commencing on the effective time of the Merger and continuing until the close of business on the day immediately prior to the second annual meeting of Republic stockholders held after the effective time, referred to as the Initial Continuation Period, (1) if any Continuing Republic Director is removed from the Republic board of directors, becomes disqualified, resigns, retires, dies or otherwise cannot or will not continue to serve as a member of the Republic board of directors, such vacancy may only be filled by the Continuing Republic Committee, and (2) if any Continuing Allied Director is removed from the Republic board of directors, becomes disqualified, resigns, retires, dies or otherwise cannot or will not continue to serve as a member of the Republic board of directors, such vacancy may only be filled by the Continuing Allied Committee.

#### Committees of the Republic Board of Directors

Other than with respect to the Continuing Republic Committee or Continuing Allied Committee:

- during the Continuation Period, each committee of the Republic board of directors must be comprised of five members, consisting of three Continuing Republic Directors and two Continuing Allied Directors;
- the initial chairperson of the Audit Committee, the Nominating and Corporate Governance Committee and the Compensation Committee of the Republic board of directors as of the effective time of the Merger will be, in each case, the Continuing Republic Director who was the chairman of such committee immediately prior to the effective time of the Merger; and
- each Continuing Republic Director and Continuing Allied Director serving on the Audit Committee, the Nominating and Corporate Governance Committee or the Compensation Committee of the Republic board of directors must qualify as “independent” under the rules of the NYSE and, as applicable, the rules of the SEC.

#### Future Amendments to New Republic Governance Structure

During the Continuation Period, the Republic board of directors may amend, alter or repeal any provisions included in Republic’s bylaws relating to the New Republic Governance Structure only upon the affirmative vote of directors constituting at least seven members of the Republic board of directors, referred to as the Required Number. In the event that the size of the Republic board of directors is increased after the Initial Continuation Period as described above, the Required Number will be increased by one for each additional director position created.

The Amended and Restated Republic Bylaws are attached hereto as Exhibit 3.1, and are incorporated herein by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.****(a) Financial Statements of Business Acquired**

The financial statements specified in Rule 3-05(b) of Regulation S-X were included in (1) Allied's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, filed with the Securities and Exchange Commission on February 20, 2008, and as amended in Allied's Current Report on Form 8-K, filed with the Securities and Exchange Commission on May 6, 2008, and (2) Allied's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008, on October 29, 2008, and are incorporated herein by reference.

**(b) Pro Forma Financial Information**

The pro forma financial statements required by this Item are not being filed herewith. The pro forma financial statements will be filed by amendment to this Current Report on Form 8-K not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

**(d) Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
2.1	Second Amendment to Agreement and Plan of Merger, dated as of December 5, 2008, by and among Republic Services, Inc., RS Merger Wedge, Inc. and Allied Waste Industries, Inc.
3.1	Amended and Restated Republic Bylaws.
4.1	Third Supplemental Indenture, dated December 5, 2008, to Indenture dated January 15, 1985.
4.2	Twentieth Supplemental Indenture, dated December 5, 2008, to Indenture dated December 23, 1998.
23.1	Consent of PricewaterhouseCoopers LLP.
99.1	Press Release of Republic, dated December 5, 2008, announcing the consummation of the Merger.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

December 10, 2008

REPUBLIC SERVICES, INC.

By: /s/ Tod C. Holmes

Tod C. Holmes

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

By: /s/ Charles F. Serianni

Charles F. Serianni

Senior Vice President and Chief Accounting Officer  
(Principal Accounting Officer)

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Second Amendment to Agreement and Plan of Merger, dated as of December 5, 2008, by and among Republic Services, Inc., RS Merger Wedge, Inc. and Allied Waste Industries, Inc.
3.1	Amended and Restated Republic Bylaws.
4.1	Third Supplemental Indenture, dated December 5, 2008, to Indenture dated January 15, 1985.
4.2	Twentieth Supplemental Indenture, dated December 5, 2008, to Indenture dated December 23, 1998.
23.1	Consent of PricewaterhouseCoopers LLP.
99.1	Press Release of Republic, dated December 5, 2008, announcing the consummation of the Merger.

## AMENDMENT

TO

## AGREEMENT AND PLAN OF MERGER

THIS SECOND AMENDMENT, to the Agreement and Plan of Merger (the "Second Amendment"), dated as of December 5, 2008, is entered into by and among Republic Services, Inc. a Delaware corporation ("Republic"), RS Merger Wedge, Inc., a Delaware corporation and a wholly owned subsidiary of Republic ("Merger Sub"), and Allied Waste Industries, Inc., a Delaware corporation ("Allied").

W I T N E S S E T H:

WHEREAS, on June 22, 2008, Republic, Merger Sub, and Allied entered into an Agreement and Plan of Merger, as amended by the First Amendment, dated July 31, 2008 (the "Merger Agreement"), pursuant to which Merger Sub shall be merged with and into Allied, at which time Merger Sub shall cease to exist, and Allied shall be the surviving corporation and shall be a wholly owned, direct subsidiary of Republic; and

WHEREAS, Republic, Merger Sub and Allied now desire to further amend the Merger Agreement as set forth below.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Section 3.03 of the Merger Agreement is hereby deleted in its entirety and replaced with:  
"Section 3.03 Intentionally omitted."
2. Section 7.04(c) of the Merger Agreement is hereby amended by deleting the first word. "Notwithstanding," and replacing it with:  
"Except as set forth in Section 7.04(d), notwithstanding"
3. Section 7.04 of the Merger Agreement is hereby amended by adding the following subparagraph (d):  
"(d) Republic and Allied acknowledge that, before Republic may acquire the transfer stations and landfills owned by Allied ("Allied's)



Ohio Assets”) and located in the state of Ohio, Ohio law (Ohio Revised Code Section 3734.42(F)(1)) requires that Republic file certain disclosure statements with the Director of the Ohio EPA at least 180 days prior to the proposed change in ownership. Republic has received an exemption from this 180-day requirement pursuant to Ohio Revised Code Section 3734.02(G) (the “.02(G) Exemption”). If the Ohio EPA subsequently disapproves this change in ownership based on those disclosure statements and such disapproval is final and non-appealable, the change in ownership of Allied’s Ohio Assets will automatically be null and void. Obtaining approval of the change in ownership for Allied’s Ohio Assets based on certain disclosure statements filed by Republic (the “Disclosure Statement Approval”) is a condition subsequent to the Closing. The parties acknowledge that by proceeding with the Closing prior to receiving the Disclosure Statement Approval, the parties must include in this Agreement a provision expressly making the change in ownership subject to the approval of the Ohio EPA and expressly unwinding the transfer of Allied’s Ohio Assets if it is disapproved by the Ohio EPA. This provision, therefore, is required to be included in this Agreement pursuant to Ohio Revised Code § 3734.42(F) (2). In the event that Disclosure Statement Approval is not obtained for any reason after Republic’s commercially reasonable efforts to obtain Disclosure Statement Approval, the parties shall take such steps as shall be necessary to carry out the intentions set forth in this provision.”

4. Full Force and Effect. Except as expressly amended hereby, the provisions of the Merger Agreement shall remain in full force and effect in accordance with their terms.
5. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
6. Governing Law. This Second Amendment will be subject to the Governing Law provisions of the Merger Agreement as if fully set forth in this Amendment.
7. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Merger Agreement.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement and Plan of Merger as of the date first set forth above.

**Republic Services, Inc.**

By: /s/ James E. O'Connor  
Name: James E. O'Connor  
Title: Chairman of the Board and Chief Executive Officer

**RS Merger Wedge, Inc.**

By: /s/ James E. O'Connor  
Name: James E. O'Connor  
Title: President

**Allied Waste Industries, Inc.**

By: /s/ John J. Zillmer  
Name: John J. Zillmer  
Title: Chairman of the Board and Chief Executive Officer

**AMENDED AND RESTATED REPUBLIC BYLAWS****AMENDED AND RESTATED  
BYLAWS  
OF  
REPUBLIC SERVICES, INC.****ARTICLE I****OFFICERS**

Section 1.1 Registered Office. The registered office of Republic Services, Inc., a Delaware corporation (the "Corporation"), shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Section 1.2 Offices. The Corporation may establish or discontinue, from time to time, such other offices and places of business within or without the State of Delaware as the Board of Directors deems proper for the conduct of the Corporation's business.

**ARTICLE II****MEETINGS OF STOCKHOLDERS**

Section 2.1 Annual Meeting. An annual meeting of stockholders for the purpose of electing directors and transacting such other business as may come before it shall be held at such place, within or without the State of Delaware, on such date and at such time as shall be designated by the Board of Directors or the President.

Section 2.2 Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called by the Board of Directors or by the President. Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice.

Section 2.3 Notice of Meetings. Written notice of each meeting of stockholders shall be given to each stockholder of record entitled to vote at the meeting at the stockholder's address as it appears on the stock books of the Corporation. The notice shall state the time and the place of the meeting and shall be given not less than ten (10) nor more than sixty (60) days before the day of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. In the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is being called. Whenever notice is required to be given hereunder, a written waiver of notice signed by the stockholder entitled to notice, whether before or after the time stated in the notice, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting except when a person attends for the express purpose of objecting, at the beginning of the meeting, to the transaction or any business because the meeting is not lawfully called or convened.

Section 2.4 Quorum and Adjournment. The presence, in person or by proxy, of the holders of a majority of the voting power of the outstanding shares of stock entitled to vote on every matter that is to be voted on, without regard to class or series, shall constitute a quorum at all meetings of the stockholders. In the absence of a quorum, the holders of a majority of the voting power of such shares of stock present in person or by proxy may adjourn such meeting, from time to time, without notice other than announcement at the meeting (unless otherwise required by law), until a quorum shall attend. At any meeting reconvened after such adjournment at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called, but only those stockholders entitled to vote at the meeting as originally called shall be entitled to vote at any reconvened meeting, unless a new record date for such meeting is fixed.

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Section 2.5 Officers at Stockholders' Meetings. The Chairman of the Board of Directors shall preside at all meetings of stockholders. In his absence, the chairman shall be elected as the first order of business by the holders of a majority of the shares of stock in attendance and entitled to vote at the meeting.

Section 2.6 List of Stockholders Entitled to Vote. At least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be prepared by or for the Secretary and shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. Such list shall be available for inspection at the meeting.

Section 2.7 Fixing Date for Stockholders of Record. In order that the Corporation may identify the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be less than ten (10) days nor more than sixty (60) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice of the meeting is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, shall be determined pursuant to Section 2.11 of these Amended and Restated Bylaws (the "Bylaws"). The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 2.8 Voting and Proxies. Subject to the provisions for fixing the date for stockholders of record:

(a) Except as otherwise specified in the Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation"), each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of stock held by that stockholder having voting rights as to the matter being voted upon.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy expressly provides for a longer period.

(c) Each matter properly presented to any meeting of stockholders shall be decided by the affirmative vote of the holders of a majority of the voting power of the shares of stock present in person or by proxy and entitled to vote on the matter.

Section 2.9 Inspectors of Election. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable

period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 2.10 Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.11 Consent of Stockholders in Lieu of Meeting.

(a) Any action that may be taken at any annual or special meeting of stockholders may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken, is signed by the stockholders having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of such action without a meeting by less than unanimous written consent shall be given to each stockholder who did not consent thereto in writing.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date, which written notice shall include all information that would be required to be delivered pursuant to Section 2.12 of these Bylaws if the stockholder had been making a nomination or proposing business to be considered at a meeting of stockholders. The Board of Directors shall promptly, but in all events within 10 days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within 10 days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or to any officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

(c) In the event of the delivery, in the manner provided by paragraph (a) of this Section 2.11, to the Corporation of the requisite written consent or consents to take corporate action and/or any related revocation or revocations, the Corporation shall engage nationally recognized independent inspectors of elections for the purpose of promptly performing a ministerial review of the validity of the consents and revocations. For the purpose of permitting the inspectors to perform such review, no action by written consent without a meeting shall be effective until such date as the independent inspectors certify to the Corporation that the consents delivered to the Corporation in accordance with paragraph (a) of this Section 2.11 represent at least the minimum number of votes that would be necessary to take the corporate action. Nothing contained in this paragraph shall in any way be construed to suggest or imply that the Board of Directors or any stockholder shall not be entitled to contest the validity of any consent or revocation thereof, whether before or after such certification by the independent inspectors, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

Section 2.12 Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders. (1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders (A) pursuant to the Corporation's notice of meeting, (B) by or at the direction of the Board of Directors or (C) by any stockholder of the Corporation who (i) was a stockholder of record at the time of giving of notice provided for in this Bylaw and at the time of the annual meeting, (ii) is entitled to vote at the meeting and (iii) complies with the notice procedures set forth in this Bylaw as to such business or nomination; clause (C) shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

(2) Without qualification or limitation, for any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to paragraph (a)(1)(C) of this Bylaw, the stockholder must have given timely notice thereof in writing to the Secretary and such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above. To be in proper form, a stockholder's notice (whether given pursuant to this paragraph (a)(2) or paragraph (b)) to the Secretary must: (A) set forth, as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (ii) (a) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, (b) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (c) any proxy, contract, arrangement,

understanding, or relationship pursuant to which such stockholder has a right to vote any shares of any security of the Company, (d) any short interest in any security of the Company (for purposes of this Bylaw a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (e) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder that are separated or separable from the underlying shares of the Corporation, (f) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (g) any performance-related fees (other than an asset-based fee) that such stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such ownership as of the record date), and (iii) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; (B) if the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such stockholder and beneficial owner, if any, in such business and (ii) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder; (C) set forth, as to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board of Directors (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such item and the nominee were a director or executive officer of such registrant; and (D) with respect to each nominee for election or reelection to the Board of Directors, include a completed and signed questionnaire, representation and agreement required by Section 2.13 of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(3) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Bylaw to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board of Directors or (b) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who (i) is a stockholder of record at the time of giving of notice provided for in this Bylaw and at the time of the special meeting, (ii) is entitled to vote at the meeting, and (iii) complies with the notice procedures set forth in this Bylaw as to such nomination. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by paragraph (a)(2) of this Bylaw with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 2.13 of this Bylaw) shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to the date of such special meeting and not later than the close of business on the later of the 90th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall any adjournment or postponement of a special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(c) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this Bylaw shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Bylaw. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Bylaw and, if any proposed nomination or business is not in compliance with this Bylaw, to declare that such defective proposal or nomination shall be disregarded.

(2) For purposes of this Bylaw, "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Bylaw, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Bylaw; provided, however, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to paragraph (a)(1)(C) or paragraph (b) of this Bylaw. Nothing in this Bylaw shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws.

Section 2.13 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.12 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (a) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of



the Corporation, will act or vote on any issue or question (a “Voting Commitment”) that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person’s ability to comply, if elected as a director of the Corporation, with such person’s fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein and (c) in such person’s individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

### **ARTICLE III DIRECTORS**

Section 3.1 Number and Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The number of directors that shall constitute the whole Board shall be fixed from time to time by resolution of the stockholders or the Board of Directors and shall consist of not more than twelve (12) members. At the first annual meeting of stockholders and at each annual meeting of stockholders thereafter, the respective terms of all of the directors then serving in office shall expire at the meeting, and successors to the directors shall be elected to hold office until the next succeeding annual meeting. Existing directors may be nominated for election each year for a successive term, in the manner provided in these Bylaws. Each director shall hold office for the term for which he is elected and qualified or until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. The Board of Directors may from time to time establish minimum qualifications for eligibility to become a director. Those qualifications may include, but shall not be limited to, a prerequisite stock ownership in the Corporation.

Section 3.2 Place of Meetings. Meetings of the Board of Directors may be held at any place, within or without the State of Delaware, from time to time as designated by the Chairman of the Board or by the body or person calling such meeting.

Section 3.3 Annual Meetings. As soon as practicable after each annual meeting of stockholders and without further notice, the directors elected at such meeting shall hold the annual meeting of the Board of Directors at the place at which such meeting of stockholders took place, provided a majority of the whole Board of Directors is present. If such a majority is not present, such meeting may be held at any other time or place which may be specified in a notice given in the manner provided for special meetings of the Board of Directors or in a waiver of notice thereof.

Section 3.4 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as may be determined by the Board of Directors. No notice shall be required for any regular meeting.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer or the President. Notice of any special meeting shall be mailed to each director at that director’s residence or usual place of business not later than three (3) days before the day on which the meeting is to be held, or shall be given to that director by telegraph, telecopier or other method of electronic transmission, by overnight express mail service, personally, or by telephone, not later than twenty-four (24) hours before the time of such meeting. Notice of any meeting of the Board of Directors need not be given to any director if that director signs a written waiver thereof either before or after the time stated therein. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.6 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the

Board of Directors or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the Board of Directors or of such committee.

Section 3.7 Presiding Officer and Secretary at Meetings. Each meeting of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his or her absence, by the Vice Chairman of the Board, the Chief Executive Officer or the President, in that order, and if none is present, then by such member of the Board of Directors as shall be chosen at the meeting.

Section 3.8 Quorum. A majority of the total authorized number of directors shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of those present (or if only one be present, then that one) may adjourn the meeting, without notice other than announcement at the meeting, until such time as a quorum is present. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.9 Meeting by Telephone. Members of the Board of Directors or of any committee thereof may participate in a meeting of the Board of Directors or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

Section 3.10 Compensation. Directors shall receive such compensation and expense reimbursements for their services as directors or as members of committees as set by the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

Section 3.11 Resignations. Any director, member of a committee or officer of the Corporation may resign at any time by giving written notice thereof to the Chairman of the Board or the President. Such resignation shall be effective at the time of its receipt, unless a date certain is specified for it to take effect. Acceptance of any resignation shall not be necessary to make it effective.

Section 3.12 Removal of Directors. No director may be removed without cause before the expiration of his or her term of office except by vote of the stockholders at a meeting called for such a purpose.

Section 3.13 Filling of Vacancies. In case of a vacancy created by an increase in the number of directors or any vacancy created by death, removal, or resignation, the vacancy or vacancies may be filled either (a) by the Board of Directors, or (b) by the stockholders. In the case of a director appointed to fill a vacancy created by an increase in the number of directors, the director so appointed shall hold office for the term to which his predecessor was elected or until his successor is elected. In the case of a director appointed to fill a vacancy created by the death, removal or resignation of a director, the newly appointed director shall hold office for the term to which his predecessor was elected or until his successor is elected.

#### **ARTICLE IV COMMITTEES**

The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each such committee to consist of one or more directors of the Corporation. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in such resolution or resolutions and to the extent permitted by law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matter: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporation Law of the state of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing the Bylaws of the Corporation.

**ARTICLE V**  
**THE OFFICERS**

Section 5.1 Designation. The Corporation shall have such officers with such titles and duties as set forth in these Bylaws or in a resolution of the Board of Directors adopted on or after the effective date of these Bylaws.

Section 5.2 Election and Qualification. The officers of the Corporation shall be elected by the Board of Directors and, if specifically determined by the Board of Directors, may consist of a Chairman of the Board, Vice Chairman of the Board, Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, one or more Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and Assistant Treasurers, and such other officers and agents as the Board of Directors may deem advisable. None of the officers of the Corporation need be directors.

Section 5.3 Term of Office. Officers shall be chosen in such manner and shall hold their office for such term as determined by the Board of Directors. Each officer shall hold office from the time of his or her election and qualification to the time at which his or her successor is elected and qualified, or until his or her earlier resignation, removal or death.

Section 5.4 Resignation. Any officer of the Corporation may resign at any time by giving written notice of such resignation to the Chairman of the Board of Directors or to the President. Any such resignation shall take effect at the time specified therein or, if no time be specified, upon receipt thereof by the Chairman of the Board of Directors or the President. The acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Removal. Any officer may be removed at any time, with or without cause, by the Board of Directors.

Section 5.6 Compensation. The compensation of each officer shall be determined by the Board of Directors.

Section 5.7 The Chairman and the Vice Chairman of the Board of Directors. Unless otherwise specifically determined by resolution by the Board of Directors, the Chairman of the Board and the Vice Chairman of the Board shall be officers of the Corporation. The Chairman of the Board shall, subject to the direction and oversight of the Board, oversee the business plans and policies of the Corporation, and shall oversee the implementation of those business plans and policies. The Chairman shall report to the Board, shall preside at meetings of the Board of Directors and of its Executive Committee, and shall have general authority to execute bonds, deeds and contracts in the name of and on behalf of the Corporation. In the absence or disability of the Chairman, the Vice Chairman shall be vested with and shall perform all powers and duties of the Chairman.

Section 5.8 Chief Executive Officer. The Chief Executive Officer shall, subject to the direction of the Board, establish and implement the business plans, policies and procedures of the Corporation. The Chief Executive Officer shall report to the Chairman of the Board, shall preside over meetings of the Board in the absence of the Chairman or Vice Chairman of the Board, and shall have general authority to execute bonds, deeds and contracts in the name of and on behalf of the Corporation and in general to exercise all the powers generally appertaining to the Chief Executive Officer of a corporation.

Section 5.9 President, Chief Operating Officer and Chief Financial Officer. The President, the Chief Operating Officer and the Chief Financial Officer shall have such duties as shall be assigned to each from time to time by the Chairman of the Board, the Chief Executive Officer and by the Board. During the absence of the Chairman of the Board or the Vice Chairman of the Board or during their inability to act, the President shall exercise the powers and shall perform the duties of the Chairman of the Board, subject to the direction of the Board of Directors.

Section 5.10 Vice President. Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

Section 5.11 Secretary. The Secretary shall attend meetings of the Board of Directors and stockholders and record votes and minutes of such proceedings, subject to the direction of the Chairman; assist in issuing calls for meetings of stockholders and directors; keep the seal of the Corporation and affix it to such instruments as may be required from time to time; keep the stock transfer books and other books and records of the Corporation; act as stock transfer agent for the Corporation; attest the Corporation's execution of instruments when requested and appropriate; make such reports to the Board of Directors as are properly requested; and perform such other duties incident to the office of Secretary and those that may be otherwise assigned to the Secretary from time to time by the President or the Chairman of the Board of Directors.

Section 5.12 Treasurer. The Treasurer shall have custody of all corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit or disburse all moneys and other property in the name and to the credit of the Corporation as may be designated by the President or the Board of Directors. The Treasurer shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform other duties incident to the office of Treasurer as the President or the Board of Directors shall from time to time designate.

Section 5.13 Other Officers. Each other officer of the Corporation shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

## ARTICLE VI

### CERTIFICATES OF STOCK, TRANSFER OF STOCK AND REGISTERED STOCKHOLDERS

Section 6.1 Stock Certificates. The interest of each holder of stock of the Corporation shall be evidenced by a certificate or certificates; provided, however, that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of shares of the Corporation represented by certificates shall be entitled to a certificate signed by or in the name of the Corporation by the Chairman of the Board of Directors, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation certifying the number of shares owned by the holder thereof in the Corporation. Any of or all of the signatures on the certificate may be a facsimile. If any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the Corporation with the same effect as if he/she were such officer, transfer agent or registrar at the date of issuance.

Section 6.2 Classes/Series of Stock. The Corporation may issue one or more classes of stock or one or more series of stock within any class thereof, as stated and expressed in the Certificate of Incorporation or of any amendment thereto, any or all of which classes may be stock with par value or stock without par value. In the case of shares of stock of the Corporation represented by certificate, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, in accordance with the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 6.3 Transfer of Stock. Subject to the transfer restrictions permitted by Section 202 of the General Corporation Law of the State of Delaware and to stop transfer orders directed in good faith by the Corporation to any transfer agent to prevent possible violations of federal or state securities laws, rules or regulations, the shares of stock of the Corporation shall be transferable upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives (or, with respect to uncertificated shares, by delivery of duly executed instructions or in any other manner permitted by applicable law), and upon such transfer the old certificates (in the case of certificated shares) shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other persons as the directors may designate, by whom they shall be cancelled, and new certificates (or uncertificated shares) shall be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

Section 6.4 Holders of Record. Prior to due presentment for registration of transfer, the Corporation may treat the holder of record of a share of its stock as the complete owner thereof exclusively entitled to vote, to receive notifications and otherwise entitled to all the rights and powers of a complete owner thereof, notwithstanding notice of the contrary.

Section 6.5 Lost, Stolen, Destroyed, or Mutilated Certificates. A new certificate of stock may be issued to replace a certificate theretofore issued by the Corporation, alleged to have been lost, stolen, destroyed or mutilated, and the Board of Directors or the President may require the owner of the lost or destroyed certificate or his or her legal representatives, to give such sum as they may direct to indemnify the Corporation against any expense or loss it may incur on account of the alleged loss of any such certificate.

Section 6.6 Dividends. Subject to the provisions of the Certificate of Incorporation and applicable law, the directors may, out of funds legally available therefor at any annual, regular, or special meeting, declare dividends upon the capital stock of the Corporation as and when they deem expedient. Dividends may be paid in cash, in property, or in shares of stock of the Corporation. Before declaring any dividends there may be set apart out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time in their discretion deem proper working capital to serve as a reserve fund to meet contingencies or as equalizing dividends or for such other purposes as the directors shall deem in the best interest of the Corporation.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 7.2 Corporate Seal. The corporate seal shall be in such form as the Board of Directors may from time to time prescribe and the same may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.3 Severability. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions hereof.

**ARTICLE VIII**  
**AMENDMENT OF BYLAWS**

Subject to Section 9.4, these Bylaws may be made, altered, or repealed, or new bylaws may be adopted by the stockholders or the Board of Directors.

**ARTICLE IX**  
**CONTINUATION PERIOD MATTERS**

Section 9.1 General. The provisions of this Article IX are intended to reflect certain matters referred to in that certain Agreement and Plan of Merger, dated as of June 22, 2008 (the "Merger Agreement"), among the Corporation, RS Merger Wedge, Inc., a Delaware corporation, and Allied Waste Industries, Inc., a Delaware corporation ("Allied"). The provisions in this Article IX shall apply during the Continuation Period (as defined below) notwithstanding any other provision in these Bylaws. In the event of any conflict between the provisions of this Article IX and any other provision of these Bylaws, the provisions of this Article IX shall control.

Section 9.2 Board of Directors.

(a) During the Continuation Period, the Board of Directors shall consist of eleven members, and it shall be a director qualification that (i) one such director shall also be the Chief Executive Officer of the Corporation, (ii) five (5) such directors shall be Continuing Republic Directors (as defined below), and (iii) five (5) such directors shall be Continuing Allied Directors (as defined below).

(b) During the Continuation Period, the Corporation shall have the following committees of the Board of Directors: (1) the Continuing Republic Committee consisting of only the Continuing Republic Directors and (2) the Continuing Allied Committee consisting of only the Continuing Allied Directors.

(c) In connection with each meeting of the stockholders during the Continuation Period at which directors are to be elected, (i) the Continuing Allied Committee shall have the exclusive authority to nominate as directors, on behalf of the Corporation, the Board of Directors or any committee thereof, a number of persons for election as directors of the Corporation equal to the number of Continuing Allied Directors to be elected thereat, and (ii) the Continuing Republic Committee shall have the exclusive authority to nominate as directors, on behalf of the Corporation, the Board of Directors or any committee thereof, a number of persons for election as directors of the Corporation equal to the number of Continuing Republic Directors to be elected thereat. It shall be a director qualification that any person nominated or appointed pursuant to this Section 9.2(c) or Section 9.2(d) shall be "independent" of the Corporation for purposes of the rules of the New York Stock Exchange (the "NYSE") (as determined by a majority of the persons making the nomination or appointment).

(d) During the Initial Continuation Period, (i) if any Continuing Allied Director is removed from the Board of Directors, becomes disqualified, resigns, retires, dies or otherwise cannot or will not continue to serve as a member of the Board of Directors, such vacancy shall only be filled by the Continuing Allied Committee, and (ii) if any Continuing Republic Director is removed from the Board of Directors, becomes disqualified, resigns, retires, dies, or otherwise cannot or will not continue to serve as a member of the Board of Directors, such vacancy shall only be filled by the Continuing Republic Committee.

Section 9.3 Committees of the Board of Directors. Except as otherwise provided in Section 9.2(b), at all times during the Continuation Period:

(a) The membership of each committee of the Board of Directors shall consist of five members of the Board of Directors, with two of such members being Continuing Allied Directors and three of such members being Continuing Republic Directors, and the initial chairman of the Audit Committee, the Nominating and Corporate Governance Committee and the Compensation Committee of the Board of Directors at the Effective Time shall be, in each case, the Continuing Republic Director who was the chairman of such committee immediately prior to the Effective Time. Each Continuing Allied Director and Continuing Republic

Director serving on the Audit Committee, the Nominating and Corporate Governance Committee or the Compensation Committee of the Board of Directors shall qualify as an independent director under the applicable listing standards of the NYSE and, as applicable, the rules of the Securities and Exchange Commission.

(b) The Continuing Allied Committee shall have the exclusive right to propose Continuing Allied Directors to serve on any committee of the Board of Directors, and the Continuing Republic Committee shall have the exclusive right to propose Continuing Republic Directors to serve on any committee of the Board of Directors.

Section 9.4 Amendments. At all times during the Continuation Period, the Board of Directors may amend or alter, or adopt any provision inconsistent with, or repeal (or take any action in furtherance of any of the foregoing), in whole or in part, any provision of Article IX of these Bylaws, only upon the affirmative vote of directors constituting at least the Required Number of members of the Board of Directors. Notwithstanding Section 2.9(a), after the Initial Continuation Period the size of the Board of Directors may be increased by the affirmative vote of a majority of the Board of Directors. The Required Number is seven, provided, however, that if, after the Initial Continuation Period, the size of the Board of Directors is increased, the Required Number shall be increased by one for each additional Board of Directors position created.

Section 9.5 Definitions. As used in this Article IX, the following terms shall have the following meanings:

(a) “Continuation Period” means the period commencing with the Effective Time (as defined in the Merger Agreement) until the close of business on the day immediately prior to the third annual meeting of stockholders of the Corporation held after the Effective Time.

(b) “Continuing Allied Director” means any member of the board of directors of Allied prior to the Effective Time who is determined by the board of directors of Allied to be “independent” of Allied and the Corporation under the rules of the NYSE and who is designated in writing by Allied, pursuant to Section 7.14(b) of the Merger Agreement, to be a member of the Board of Directors as of the Effective Time (or, as provided in the Merger Agreement, the business day after the date on which the Effective Time occurs), and any person who is subsequently nominated or appointed to be a member of the Board of Directors in accordance with the provisions of this Article IX by the Continuing Allied Committee.

(c) “Continuing Republic Director” means any member of the Board of Directors prior to the Effective Time who is determined by the Board of Directors to be “independent” of the Corporation under the rules of the NYSE and who is designated in writing by the Corporation, pursuant to Section 7.14(b) of the Merger Agreement, to be a member of the Board of Directors as of the Effective Time, and any person who is subsequently nominated or appointed to be a member of the Board of Directors in accordance with the provisions of this Article IX by the Continuing Republic Committee.

(d) “Initial Continuation Period” means the period commencing with the Effective Time (as defined in the Merger Agreement) until the close of business on the day immediately prior to the second annual meeting of stockholders of the Corporation held after the Effective Time.

**THIRD SUPPLEMENTAL INDENTURE**

THIRD SUPPLEMENTAL INDENTURE, dated as of December 5, 2008 (this "Third Supplemental Indenture") among Browning-Ferris Industries, LLC, a Delaware limited liability company, successor to Browning Ferris Industries, Inc. (the "Company"), BBCO, Inc., a Delaware corporation ("Co-Obligor"), Republic Services, Inc., a Delaware corporation ("Republic"), each of the subsidiaries of Republic identified on Schedule A attached hereto (the "Republic Subsidiary Guarantors"), and collectively with Republic, the "Republic Guarantors"), Allied Waste Industries, Inc., a Delaware corporation ("Allied Waste"), and each of the subsidiaries of Allied Waste identified on Schedule B attached hereto (the "Allied Subsidiary Guarantors"), and collectively with the Republic Subsidiary Guarantors, the "Subsidiary Guarantors"), Allied Waste North America, Inc., a Delaware corporation ("AWNA"), and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., as successor to Chase Bank of Texas, National Association, as successor trustee to First City National Bank of Houston), as trustee under the Indenture referred to herein ("Trustee").

**WITNESSETH:**

WHEREAS, the Company and First City National Bank of Houston, as a predecessor trustee to the Trustee, entered into that certain Indenture dated as of January 15, 1985, as amended ("Original Indenture") to provide for the issuance by the Company of certain debt securities evidencing its indebtedness (the "Securities");

WHEREAS, pursuant to authority granted by the Executive Committee of the Board of Directors of the Company and the Finance Committee of the Board of Directors of the Company, the Company established the terms of, and issued on May 14, 1991, under the Original Indenture, a series of 9<sup>1</sup>/<sub>4</sub>% Debentures due 2021 in the aggregate principal amount of \$100,000,000 ("2021 Debentures");

WHEREAS, the Company and the Trustee executed and delivered a Restated Indenture dated as of September 1, 1991 (the "Indenture"), amending and restating the Original Indenture and providing for the issuance by the Company from time to time of its unsecured debentures, notes or other evidence of indebtedness;

WHEREAS, the Company is a wholly-owned subsidiary of AWNA, a wholly-owned subsidiary of Allied Waste;

WHEREAS, the Company, the Trustee, Allied Waste and AWNA executed and delivered a First Supplemental Indenture dated as of July 30, 1999 with respect to the Indenture;

WHEREAS, pursuant to authority granted by the Board of Directors of the Company, the Company established the terms of, and issued on September 15, 1995, under the Indenture a series of 7.40% Debentures due 2035 in the aggregate principal amount of \$400,000,000 ("2035 Debentures"), and together with the 2021 Debentures, the "Debentures";

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WHEREAS, the Debentures constitute the only series of Securities outstanding under the Indenture;

WHEREAS, the Company, the Co-Obligor and the Trustee executed and delivered a First (sic) Supplemental Indenture dated as of December 31, 2004 with respect to the Indenture;

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated as of June 22, 2008, as amended, among Republic, RS Merger Wedge, Inc., a Delaware corporation and a wholly-owned subsidiary of Republic ("Merger Sub"), and Allied Waste, Allied Waste has agreed to merge with Merger Sub and to become a wholly-owned subsidiary of Republic (the "Merger");

WHEREAS, the Board of Directors and the shareholders of Republic and Allied Waste have approved the Merger;

WHEREAS, upon consummation of the Merger, the Company will become an indirect wholly-owned subsidiary of Republic;

WHEREAS, the Republic Subsidiary Guarantors have each delivered its guarantee (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time, the "Republic Credit Facility Guaranty"), and the Allied Subsidiary Guarantors have each delivered its guarantee, effective upon the date following the effective date of the Merger (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time, the "Allied Credit Facility Subsidiary Guaranty") in connection with each of (i) that certain Credit Agreement, dated as of April 26, 2007, among Republic, Bank of America, N. A., as administrative agent, swing line lender and L/C issuer, Citibank, N. A., as syndication agent, JPMorgan Chase Bank, N.A., Barclays Bank PLC, and SunTrust Bank, as co-documentation agents, and certain other lenders thereto, as amended by Amendment No. 1 to Credit Agreement, dated as of September 18, 2008 (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time ("Initial Republic Credit Facility")) and (ii) that certain Credit Agreement, dated as of September 18, 2008, among Republic, Bank of America, N. A., as administrative agent, swing line lender and L/C issuer, JPMorgan Chase Bank, N. A., as syndication agent, Barclays Bank PLC, BNP Paribas, and The Royal Bank of Scotland, as co-documentation agents, and certain other lenders thereto (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time hereafter, the "Supplemental Republic Credit Facility" and together with the Initial Republic Credit Facility, the "Republic Credit Facility");

WHEREAS, the Republic Credit Facility will replace that certain Credit Agreement dated as of July 21, 1999, as amended and restated as of March 21, 2005, among the Company, Allied, Allied Waste North America, Inc., certain lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and Citicorp North America, Inc., as Syndication Agent, as amended;

WHEREAS, the Republic Credit Facility is unsecured;

WHEREAS, pursuant to resolutions adopted by the board of directors, partners or members, as the case may be, of each of Republic, the Republic Subsidiary Guarantors, and the Allied Subsidiary Guarantors (collectively, the “Guarantors”), each of the Guarantors has duly authorized the guarantee of the Company’s obligations with respect to the Debentures as provided herein (the “Guarantee”); and

WHEREAS, pursuant to the resolutions adopted by the sole member of the Company and by the Board of Directors of the Co-Obligor, the Company has duly authorized the execution and delivery of this Third Supplemental Indenture to provide for the Guarantee.

WHEREAS, in accordance with Section 901 of the Indenture, the Company and the Trustee, without the consent of any Holders of the Debentures, may enter into one or more supplemental indentures to make any provisions with respect to matters arising under the Indenture, provided that such provisions as may be made shall not adversely affect the interests of the Holders of any Securities of any series in any material respect;

NOW THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debentures, as follows:

## **ARTICLE I**

### **DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

#### **Section 1.01 Definitions.**

All capitalized terms used herein without definition shall have the meanings specified in the Indenture.

#### **Section 1.02 Provisions of General Application.**

All rules of construction and other provisions of general application set forth in Article One of the Indenture are hereby incorporated herein by reference.

#### **Section 1.03 Effectiveness.**

This Third Supplemental Indenture shall become effective with respect to the Republic Guarantors upon the effectiveness of the Merger without any further action of any of the parties hereto, and shall become effective with respect to the Allied Subsidiary Guarantors upon the day after the effectiveness of the Merger without any further action of any of the parties hereto.

## ARTICLE II

### GUARANTEE

#### Section 2.01 Guarantee.

A. Guarantee. Each of the Guarantors hereby jointly and severally unconditionally guarantees for the benefit of each Holder of a Debenture that has been authenticated and delivered by the Trustee, and for the benefit of the Trustee on behalf of each such Holder, in accordance with the terms and conditions of this Third Supplemental Indenture, the due and punctual payment of the principal of, premium, if any, and interest on such Debenture when and as the same shall become due and payable, whether at its stated maturity or following acceleration, call for redemption, purchase or otherwise, in each case in accordance with the terms and conditions of such Debenture and the Indenture. In case of the failure of the Company punctually to make any such payment, each Guarantor hereby jointly and severally agrees to cause such payment to be made punctually when and as the same shall become due and payable, whether at the stated maturity or by acceleration, call for redemption, purchase or otherwise, and as if such payment were made by the Company. This is a guaranty of payment, not of collection. Except as expressly provided in the Indenture or any Supplemental Indenture to which the Guarantors are parties or any Debenture, each Guarantor further agrees that the obligations guaranteed hereunder may be amended, supplemented, modified, restated, extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any such amendment, supplement, modification, extension or renewal of any such obligation.

#### B. Release of Guarantors.

(i) Concurrently with the satisfaction and discharge of the Indenture under Section 401 of the Indenture, the Guarantors shall be released from all of their obligations under this Third Supplemental Indenture, and from their obligations, if any, endorsed on any of the Debentures.

(ii) Concurrently with the satisfaction and discharge of either the 2021 Debentures or the 2035 Debentures under Section 403 of the Indenture, the Guarantors shall be released from all of their obligations under this Third Supplemental Indenture with respect to such series of Debentures, and from their obligations, if any, endorsed on any of the Debentures in respect of such series of Debentures.

(iii) Upon the consummation of any transaction (whether involving a sale or other disposition of securities, a merger or otherwise) whereby any Subsidiary Guarantor ceases to be a Subsidiary of Republic, such Subsidiary Guarantor shall automatically, without further action on the part of the Trustee or any Holder of the Debentures, be released from all obligations under this Third Supplemental Indenture, and from its obligations, if any, endorsed on any of the Debentures.

(iv) Concurrently with the termination of any Subsidiary Guarantor's obligations under its guarantees provided with respect to the Republic Credit Facility (including, but not limited to the Republic Credit Facility Guaranty), or upon the release of any Subsidiary Guarantor from its obligations under the Republic Credit Facility Guaranty, such Subsidiary Guarantor shall automatically, without further action on the part of the Trustee or any Holder of the Debentures, be released from all of its obligations under this Third Supplemental Indenture, and from its obligations, if any, endorsed on any of the Debentures.

## ARTICLE III

### CONCERNING THE TRUSTEE

#### **Section 3.01 Acceptance of Trusts.**

The Trustee accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions set forth in the Indenture and in this Third Supplemental Indenture, to all of which the Company, the Co-Obligor and the Guarantors agree and the Holders of Debentures at any time outstanding by their acceptance thereof agree.

#### **Section 3.02 No Responsibility of the Trustee for Recitals, etc.**

The recitals and statements contained in this Third Supplemental Indenture shall be taken as the recitals and statements of the Company, the Co-Obligor and the Guarantors, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

#### **Section 4.01 Binding Agreement; Assignments.**

Whenever in this Third Supplemental Indenture any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of each Guarantor that are contained in this Third Supplemental Indenture shall bind and inure to the benefit of each party hereto and their respective successors and assigns.

#### **Section 4.02 Relation to Indenture.**

This Third Supplemental Indenture and all the terms and provisions herein contained shall form a part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture and each and every term and condition contained in the Indenture shall apply to this Third Supplemental Indenture with the same force and effect as if the same were in this Third Supplemental Indenture set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make each such term and condition conform to this Third Supplemental Indenture. The Indenture is hereby ratified and confirmed and shall remain and continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended by this Third Supplemental Indenture and the Indenture and this Third Supplemental Indenture shall be read, taken and construed together as one instrument.

**Section 4.03 Counterparts.**

This Third Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE caused this Third Supplemental Indenture to be duly executed as of the date and year first written above.

**BROWNING-FERRIS INDUSTRIES, LLC**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary

**BBCO, INC.**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary

*[Signatures Continued Next Page]*

[Signature page to BFI Third Supplemental Indenture]

**REPUBLIC SERVICES, INC.**, as Guarantor of the  
Securities

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Vice President, Finance & Treasurer

[Signature page to BFI Third Supplemental Indenture]

**ALLIED WASTE INDUSTRIES, INC.**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Vice President, Assistant Secretary & Deputy  
General Counsel

**ALLIED WASTE NORTH AMERICA, INC.**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Assistant Secretary

[Signature page to BFI Third Supplemental Indenture]



Each of the Republic Subsidiary Guarantors listed on Schedule A hereto, as Guarantor of the Securities by:

**A D A J CORPORATION**  
**ATLAS TRANSPORT, INC.**  
**BAY COLLECTION SERVICES, INC.**  
**BAY ENVIRONMENTAL MANAGEMENT, INC.**  
**BAY LANDFILLS, INC.**  
**BAY LEASING COMPANY, INC.**  
**BERKELEY SANITARY SERVICE, INC.**  
**BLT ENTERPRISES OF OXNARD, INC.**  
**CROCKETT SANITARY SERVICE, INC.**  
**GOLDEN BEAR TRANSFER SERVICES, INC.**  
**PERDOMO & SONS, INC.**  
**POTRERO HILLS LANDFILL, INC.**  
**RI/ALAMEDA CORP.**  
**RICHMOND SANITARY SERVICE, INC.**  
**SOLANO GARBAGE COMPANY**  
**WEST CONTRA COSTA ENERGY RECOVERY COMPANY**  
**WEST CONTRA COSTA SANITARY LANDFILL, INC.**  
**WEST COUNTY LANDFILL, INC.**  
**WEST COUNTY RESOURCE RECOVERY, INC.**  
**ZAKAROFF SERVICES**  
**COMPACTOR RENTAL SYSTEMS OF DELAWARE, INC.**  
**OHIO REPUBLIC CONTRACTS, II, INC.**  
**REPUBLIC SERVICES FINANCIAL LP, INC.**  
**REPUBLIC SERVICES HOLDING COMPANY, INC.**  
**REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.**  
**REPUBLIC SERVICES OF FLORIDA GP, INC.**  
**REPUBLIC SERVICES OF FLORIDA LP, INC.**  
**REPUBLIC SERVICES OF INDIANA LP, INC.**

By: /s/ Edward A. Lang, III

\_\_\_\_\_  
Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

REPUBLIC SERVICES OF MICHIGAN HOLDING  
COMPANY, INC.  
REPUBLIC WASTE SERVICES OF TEXAS GP, INC.  
REPUBLIC WASTE SERVICES OF TEXAS LP, INC.  
ENVIROCYCLE, INC.  
REPUBLIC SERVICES AVIATION, INC.  
SCHOFIELD CORPORATION OF ORLANDO  
ARC DISPOSAL COMPANY, INC.  
CWI OF ILLINOIS, INC.  
SOUTHERN ILLINOIS REGIONAL LANDFILL, INC.  
CALVERT TRASH SYSTEMS, INCORPORATED  
HONEYGO RUN RECLAMATION CENTER, INC.  
FLL, INC.  
RELIABLE DISPOSAL, INC.  
TAY-BAN CORPORATION  
TRI-COUNTY REFUSE SERVICE, INC.  
CWI OF MISSOURI, INC.  
REPUBLIC SERVICES REAL ESTATE HOLDING, INC.  
REPUBLIC DUMPCO, INC.  
REPUBLIC ENVIRONMENTAL TECHNOLOGIES, INC.  
REPUBLIC SILVER STATE DISPOSAL, INC.  
OHIO REPUBLIC CONTRACTS, INC.  
McCUSKER RECYCLING, INC.  
BARKER BROTHERS WASTE INCORPORATED  
NORTHWEST TENNESSEE DISPOSAL CORPORATION  
623 LANDFILL, INC.  
SANDY HOLLOW LANDFILL CORP.

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

REPUBLIC SERVICES OF ARIZONA HAULING, LLC  
REPUBLIC SERVICES OF COLORADO HAULING, LLC  
REPUBLIC SERVICES OF COLORADO I, LLC  
ARIANA, LLC  
CONSOLIDATED DISPOSAL SERVICE, L.L.C.  
CONTINENTAL WASTE INDUSTRIES, L.L.C.  
REPUBLIC SERVICES GROUP, LLC  
REPUBLIC SERVICES OF CALIFORNIA I, LLC  
REPUBLIC SERVICES OF CALIFORNIA II, LLC  
REPUBLIC SERVICES OF GEORGIA GP, LLC  
REPUBLIC SERVICES OF GEORGIA LP, LLC  
REPUBLIC SERVICES OF INDIANA  
TRANSPORTATION, LLC  
REPUBLIC SERVICES OF NEW JERSEY, LLC  
REPUBLIC SERVICES OF PENNSYLVANIA, LLC  
REPUBLIC SERVICES OF SOUTH CAROLINA, LLC  
REPUBLIC SERVICES OF SOUTHERN CALIFORNIA,  
LLC  
REPUBLIC SERVICES OF WISCONSIN GP, LLC  
REPUBLIC SERVICES OF WISCONSIN LP, LLC  
REPUBLIC SERVICES VASCO ROAD, LLC  
REPUBLIC WASTE SERVICES OF SOUTHERN  
CALIFORNIA, LLC  
RITM, LLC  
RUBBISH CONTROL, LLC  
CENTRAL VIRGINIA PROPERTIES, LLC  
WAYNE DEVELOPERS, LLC  
AGRICULTURAL ACQUISITIONS, LLC  
REPUBLIC SERVICES OF KENTUCKY, LLC  
REPUBLIC SERVICES OF MICHIGAN HAULING, LLC

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing limited liability  
companies

[Signature page to BFI Third Supplemental Indenture]

**REPUBLIC SERVICES OF MICHIGAN I, LLC  
REPUBLIC SERVICES OF MICHIGAN II, LLC  
REPUBLIC SERVICES OF MICHIGAN III, LLC  
REPUBLIC SERVICES OF MICHIGAN IV, LLC  
REPUBLIC SERVICES OF MICHIGAN V, LLC  
REPUBLIC SERVICES OF NORTH CAROLINA, LLC  
REPUBLIC OHIO CONTRACTS, LLC  
REPUBLIC SERVICES OF OHIO HAULING, LLC  
REPUBLIC SERVICES OF OHIO I, LLC  
REPUBLIC SERVICES OF OHIO II, LLC  
REPUBLIC SERVICES OF OHIO III, LLC  
REPUBLIC SERVICES OF OHIO IV, LLC  
REPUBLIC SERVICES OF VIRGINIA, LLC**

By: /s/ Edward A. Lang, III

\_\_\_\_\_  
Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing limited liability  
companies

[Signature page to BFI Third Supplemental Indenture]

**REPUBLIC SERVICES FINANCIAL, LIMITED  
PARTNERSHIP**

By: REPUBLIC SILVER STATE DISPOSAL, INC., as General  
Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF FLORIDA, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES OF FLORIDA GP, INC., as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF GEORGIA, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES OF GEORGIA GP, LLC, as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF INDIANA, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES, INC., as General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF WISCONSIN, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES OF WISCONSIN GP, LLC, as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**RWS TRANSPORT, L.P.**

By: REPUBLIC WASTE SERVICES OF TEXAS GP, INC., as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

By: REPUBLIC WASTE SERVICES OF TEXAS GP, INC., as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

[Signature page to BFI Third Supplemental Indenture]

**OCEANSIDE WASTE AND RECYCLING  
SERVICES**

By: REPUBLIC SERVICES, INC., Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

[Signature page to BFI Third Supplemental Indenture]

Each of the Allied Subsidiary Guarantors Listed on  
Schedule B hereto, as Guarantor of the Securities.  
by:

**ACTION DISPOSAL, INC.**  
**ADA COUNTY DEVELOPMENT COMPANY, INC.**  
**ADRIAN LANDFILL, INC.**  
**ADS OF ILLINOIS, INC.**  
**ADS, INC.**  
**AGRI-TECH, INC. OF OREGON**  
**ALABAMA RECYCLING SERVICES, INC.**  
**ALBANY-LEBANON SANITATION, INC.**  
**ALLIED ACQUISITION PENNSYLVANIA, INC.**  
**ALLIED ACQUISITION TWO, INC.**  
**ALLIED ENVIROENGINEERING, INC.**  
**ALLIED GREEN POWER, INC.**  
**ALLIED NOVA SCOTIA, INC.**  
**ALLIED WASTE ALABAMA, INC.**  
**ALLIED WASTE COMPANY, INC.**  
**ALLIED WASTE HAULING OF GEORGIA, INC.**  
**ALLIED WASTE HOLDINGS (CANADA) LTD.**  
**ALLIED WASTE INDUSTRIES (ARIZONA), INC.**  
**ALLIED WASTE INDUSTRIES (NEW MEXICO), INC.**  
**ALLIED WASTE INDUSTRIES (SOUTHWEST), INC.**  
**ALLIED WASTE INDUSTRIES OF GEORGIA, INC.**  
**ALLIED WASTE INDUSTRIES OF ILLINOIS, INC.**  
**ALLIED WASTE INDUSTRIES OF NORTHWEST  
INDIANA, INC.**  
**ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]



ALLIED WASTE LANDFILL HOLDINGS, INC.  
ALLIED WASTE OF CALIFORNIA, INC.  
ALLIED WASTE OF LONG ISLAND, INC.  
ALLIED WASTE OF NEW JERSEY, INC.  
ALLIED WASTE RURAL SANITATION, INC.  
ALLIED WASTE SERVICES OF BULLHEAD CITY, INC.  
ALLIED WASTE SERVICES OF COLORADO, INC.  
ALLIED WASTE SERVICES OF LAKE HAVASU CITY,  
INC.  
ALLIED WASTE SERVICES OF MESA, INC.  
ALLIED WASTE SERVICES OF PAGE, INC.  
ALLIED WASTE SERVICES OF PHOENIX, INC.  
ALLIED WASTE SERVICES OF STILLWATER, INC.  
ALLIED WASTE SERVICES OF YUMA, INC.  
ALLIED WASTE SYSTEMS HOLDINGS, INC.  
ALLIED WASTE SYSTEMS, INC.  
ALLIED WASTE TRANSFER SERVICES OF UTAH, INC.  
ALLIED WASTE TRANSPORTATION, INC.  
AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.  
AMERICAN DISPOSAL SERVICES OF KANSAS, INC.  
AMERICAN DISPOSAL SERVICES OF MISSOURI, INC.  
AMERICAN DISPOSAL SERVICES OF NEW JERSEY,  
INC.

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

AMERICAN DISPOSAL SERVICES OF WEST VIRGINIA, INC.  
AMERICAN DISPOSAL SERVICES, INC.  
AMERICAN DISPOSAL TRANSFER SERVICES OF ILLINOIS, INC.  
AMERICAN MATERIALS RECYCLING CORP.  
AMERICAN SANITATION, INC.  
AMERICAN TRANSFER COMPANY, INC.  
APACHE JUNCTION LANDFILL CORPORATION  
AREA DISPOSAL, INC.  
ATLANTIC WASTE HOLDING COMPANY, INC.  
ATTWOODS OF NORTH AMERICA, INC.  
AUTOMATED MODULAR SYSTEMS, INC.  
AUTOSHRED, INC.  
AWIN LEASING COMPANY, INC.  
AWIN MANAGEMENT, INC.  
BELLEVILLE LANDFILL, INC.  
BFI ATLANTIC, INC.  
BFI ENERGY SYSTEMS OF ALBANY, INC.  
BFI ENERGY SYSTEMS OF DELAWARE COUNTY, INC.  
BFI ENERGY SYSTEMS OF ESSEX COUNTY, INC.  
BFI ENERGY SYSTEMS OF HEMPSTEAD, INC.  
BFI ENERGY SYSTEMS OF NIAGARA II, INC.  
BFI ENERGY SYSTEMS OF NIAGARA, INC.  
BFI ENERGY SYSTEMS OF SEMASS, INC.  
BFI ENERGY SYSTEMS OF SOUTHEASTERN CONNECTICUT, INC.  
BFI INTERNATIONAL, INC.  
BFI REF-FUEL, INC.

By: /s/ Jo Lynn White \_\_\_\_\_  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

**BFI TRANS RIVER (GP), INC.**  
**BFI TRANSFER SYSTEMS OF NEW JERSEY, INC.**  
**BFI WASTE SYSTEMS OF NEW JERSEY, INC.**  
**BIO-MED OF OREGON, INC.**  
**BOND COUNTY LANDFILL, INC.**  
**BORREGO LANDFILL, INC.**  
**BORROW PIT CORP.**  
**BRICKYARD DISPOSAL & RECYCLING, INC.**  
**BROWNING-FERRIS FINANCIAL SERVICES, INC.**  
**BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES, INC.**  
**BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.**  
**BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.**  
**BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC.**  
**BROWNING-FERRIS INDUSTRIES OF NEW JERSEY, INC.**  
**BROWNING-FERRIS INDUSTRIES OF NEW YORK, INC.**  
**BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**  
**BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.**  
**BROWNING-FERRIS INDUSTRIES, INC.**  
**BROWNING-FERRIS SERVICES, INC.**  
**BROWNING-FERRIS, INC.**  
**BUNTING TRASH SERVICE, INC.**  
**CAPITOL RECYCLING AND DISPOSAL, INC.**  
**CAVE CREEK TRANSFER STATION, INC.**  
**CC LANDFILL, INC.**  
**CECOS INTERNATIONAL, INC.**  
**CELINA LANDFILL, INC.**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

CENTRAL ARIZONA TRANSFER, INC.  
CENTRAL SANITARY LANDFILL, INC.  
CHAMBERS DEVELOPMENT OF NORTH CAROLINA,  
INC.  
CHARTER EVAPORATION RESOURCE RECOVERY  
SYSTEMS  
CHEROKEE RUN LANDFILL, INC.  
CITIZENS DISPOSAL, INC.  
CITY-STAR SERVICES, INC.  
CLARKSTON DISPOSAL, INC.  
COCOPAH LANDFILL, INC.  
COPPER MOUNTAIN LANDFILL, INC.  
CORVALLIS DISPOSAL CO.  
COUNTY DISPOSAL (OHIO), INC.  
COUNTY DISPOSAL, INC.  
COUNTY LANDFILL, INC.  
DALLAS DISPOSAL CO.  
DELTA CONTAINER CORPORATION  
DELTA DADE RECYCLING CORP.  
DELTA PAPER STOCK, CO.  
DELTA RESOURCES CORP.  
DELTA SITE DEVELOPMENT CORP.  
DELTA WASTE CORP.  
DEMPSEY WASTE SYSTEMS II, INC.  
DENVER RL NORTH, INC.  
DTC MANAGEMENT, INC.  
EAGLE INDUSTRIES LEASING, INC.  
EAST CHICAGO COMPOST FACILITY, INC.  
ECDC ENVIRONMENTAL OF HUMBOLDT COUNTY,  
INC.  
ECDC HOLDINGS, INC.  
ELDER CREEK TRANSFER & RECOVERY, INC.  
ENVIRONMENTAL DEVELOPMENT CORP.  
ENVIRONMENTAL RECLAMATION COMPANY  
ENVIRONTECH, INC.

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

EVERGREEN SCAVENGER SERVICE, INC.  
F. P. McNAMARA RUBBISH REMOVAL INC.  
FORWARD, INC.  
FRED BARBARA TRUCKING CO., INC.  
G. VAN DYKEN DISPOSAL INC.  
GEK, INC.  
GENERAL REFUSE ROLLOFF CORP.  
GEORGIA RECYCLING SERVICES, INC.  
GOLDEN WASTE DISPOSAL, INC.  
GRANTS PASS SANITATION, INC.  
GREAT LAKES DISPOSAL SERVICE, INC.  
GULFCOAST WASTE SERVICE, INC.  
HARLAND'S SANITARY LANDFILL, INC.  
ILLINOIS LANDFILL, INC.  
ILLINOIS RECYCLING SERVICES, INC.  
ILLINOIS VALLEY RECYCLING, INC.  
IMPERIAL LANDFILL, INC.  
INDEPENDENT TRUCKING COMPANY  
INGRUM WASTE DISPOSAL, INC.  
INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA  
ISLAND WASTE SERVICES LTD.  
JETTER DISPOSAL, INC.  
KANKAKEE QUARRY, INC.  
KELLER CANYON LANDFILL COMPANY  
KELLER DROP BOX, INC.  
LA CAÑADA DISPOSAL COMPANY, INC.  
LAKE HAVASU LF SERVICES, INC.  
LAKE NORMAN LANDFILL, INC.  
LANDCOMP CORPORATION  
LATHROP SUNRISE SANITATION CORPORATION  
LEE COUNTY LANDFILL, INC.  
LIBERTY WASTE HOLDINGS, INC.  
LOOP RECYCLING, INC.  
LOOP TRANSFER, INCORPORATED

By: /s/ Jo Lynn White \_\_\_\_\_

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

LOUIS PINTO & SON, INC., SANITATION  
CONTRACTORS  
LUCAS COUNTY LAND DEVELOPMENT, INC.  
MANUMIT OF FLORIDA, INC.  
McINNIS WASTE SYSTEMS, INC.  
MESA DISPOSAL, INC.  
MIDWAY DEVELOPMENT COMPANY, INC.  
MISSISSIPPI WASTE PAPER COMPANY  
MOUNTAIN HOME DISPOSAL, INC.  
NATIONSWASTE CATAWBA REGIONAL LANDFILL,  
INC.  
NATIONSWASTE, INC.  
NCORP, INC.  
NEW MORGAN LANDFILL COMPANY, INC.  
NEWCO WASTE SYSTEMS OF NEW JERSEY, INC.  
NOBLE ROAD LANDFILL, INC.  
NORTHLAKE TRANSFER, INC.  
OAKLAND HEIGHTS DEVELOPMENT, INC.  
OSCAR'S COLLECTION SYSTEM OF FREMONT, INC.  
OTAY LANDFILL, INC.  
OTTAWA COUNTY LANDFILL, INC.  
PALOMAR TRANSFER STATION, INC.  
PARADISE WASTE TS, INC.  
PELTIER REAL ESTATE COMPANY  
PINAL COUNTY LANDFILL CORP.  
PITTSBURG COUNTY LANDFILL, INC.  
PORT CLINTON LANDFILL, INC.  
PORTABLE STORAGE CO.  
PREBLE COUNTY LANDFILL, INC.  
PRICE & SONS RECYCLING COMPANY  
R.C. MILLER ENTERPRISES, INC.  
R.C. MILLER REFUSE SERVICE INC.  
RABANCO RECYCLING, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

RABANCO, LTD.  
RAMONA LANDFILL, INC.  
RCS, INC.  
RESOURCE RECOVERY, INC.  
RISK SERVICES, INC.  
ROCK ROAD INDUSTRIES, INC.  
ROSS BROS. WASTE & RECYCLING CO.  
ROSSMAN SANITARY SERVICE, INC.  
ROXANA LANDFILL, INC.  
ROYAL HOLDINGS, INC.  
S & S RECYCLING, INC.  
SALINE COUNTY LANDFILL, INC.  
SAN MARCOS NCRRE, INC.  
SANGAMON VALLEY LANDFILL, INC.  
SANITARY DISPOSAL SERVICE, INC.  
SAUK TRAIL DEVELOPMENT, INC.  
SHRED — ALL RECYCLING SYSTEMS INC.  
SOURCE RECYCLING, INC.  
STANDARD DISPOSAL SERVICES, INC.  
STANDARD ENVIRONMENTAL SERVICES, INC.  
STANDARD WASTE, INC.  
STREATOR AREA LANDFILL, INC.  
SUBURBAN TRANSFER, INC. [DE]  
SUBURBAN TRANSFER, INC. [IL]  
SUBURBAN WAREHOUSE, INC.  
SUMMIT WASTE SYSTEMS, INC.  
SUNRISE SANITATION SERVICE, INC.  
SUNSET DISPOSAL SERVICE, INC.  
SUNSET DISPOSAL, INC.  
SYCAMORE LANDFILL, INC.  
TATE'S TRANSFER SYSTEMS, INC.  
TAYLOR RIDGE LANDFILL, INC.  
TENNESSEE UNION COUNTY LANDFILL, INC.  
THE ECOLOGY GROUP, INC.  
THOMAS DISPOSAL SERVICE, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to BFI Third Supplemental Indenture]

**TOM LUCIANO'S DISPOSAL SERVICE, INC.  
TOTAL SOLID WASTE RECYCLERS, INC.  
TRI-STATE RECYCLING SERVICES, INC.  
TRI-STATE REFUSE CORPORATION  
TRICIL (N.Y.), INC.  
UNITED DISPOSAL SERVICE, INC.  
UPPER ROCK ISLAND COUNTY LANDFILL, INC.  
VALLEY LANDFILLS, INC.  
VINING DISPOSAL SERVICE, INC.  
WASATCH REGIONAL LANDFILL, INC.  
WASTE CONTROL SYSTEMS, INC.  
WASTE SERVICES OF NEW YORK, INC.  
WASTEHAUL, INC.  
WAYNE COUNTY LANDFILL IL, INC.  
WDTR, INC.  
WILLAMETTE RESOURCES, INC.  
WILLIAMS COUNTY LANDFILL INC.  
WJR ENVIRONMENTAL, INC.  
WOODLAKE SANITARY SERVICE, INC.**

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

**DINVERNO, INC.**

By: /s/ Roger A. Groen, Jr.  
Name: Roger A. Groen, Jr.  
Title: President

[Signature page to BFI Third Supplemental Indenture]



ALLIED GAS RECOVERY SYSTEMS, L.L.C.  
ALLIED SERVICES, LLC  
ALLIED TRANSFER SYSTEMS OF NEW JERSEY, LLC  
ALLIED WASTE ENVIRONMENTAL MANAGEMENT  
GROUP, LLC  
ALLIED WASTE NIAGARA FALLS LANDFILL, LLC  
ALLIED WASTE OF NEW JERSEY-NEW YORK, LLC  
ALLIED WASTE RECYCLING SERVICES OF NEW  
HAMPSHIRE, LLC  
ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC  
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC  
ALLIED WASTE SYCAMORE LANDFILL, LLC  
ALLIED WASTE SYSTEMS OF ARIZONA, LLC  
ALLIED WASTE SYSTEMS OF COLORADO, LLC  
ALLIED WASTE SYSTEMS OF INDIANA, LLC  
ALLIED WASTE SYSTEMS OF MICHIGAN, LLC  
ALLIED WASTE SYSTEMS OF MONTANA, LLC  
ALLIED WASTE SYSTEMS OF NEW JERSEY, LLC  
ALLIED WASTE SYSTEMS OF NORTH CAROLINA,  
LLC  
ALLIED WASTE SYSTEMS OF PENNSYLVANIA, LLC  
ALLIED WASTE TRANSFER SERVICES OF ARIZONA,  
LLC  
ALLIED WASTE TRANSFER SERVICES OF  
CALIFORNIA, LLC

By: /s/ Jo Lynn White \_\_\_\_\_  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to BFI Third Supplemental Indenture]

**ALLIED WASTE TRANSFER SERVICES OF FLORIDA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF IOWA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF LIMA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF NEW YORK, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF NORTH CAROLINA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF RHODE ISLAND, LLC**  
**ANDERSON REGIONAL LANDFILL, LLC**  
**ANSON COUNTY LANDFILL NC, LLC**  
**AUTAUGA COUNTY LANDFILL, LLC**  
**AWIN LEASING II, LLC**  
**BFGSI, L.L.C.**  
**BFI TRANSFER SYSTEMS OF ALABAMA, LLC**  
**BFI TRANSFER SYSTEMS OF DC, LLC**  
**BFI TRANSFER SYSTEMS OF GEORGIA, LLC**  
**BFI TRANSFER SYSTEMS OF MARYLAND, LLC**  
**BFI TRANSFER SYSTEMS OF MASSACHUSETTS, LLC**  
**BFI TRANSFER SYSTEMS OF MISSISSIPPI, LLC**  
**BFI TRANSFER SYSTEMS OF PENNSYLVANIA, LLC**  
**BFI TRANSFER SYSTEMS OF VIRGINIA, LLC**  
**BFI WASTE SERVICES OF PENNSYLVANIA, LLC**  
**BFI WASTE SERVICES OF TENNESSEE, LLC**  
**BFI WASTE SERVICES, LLC**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability companies

[Signature page to BFI Third Supplemental Indenture]

**BFI WASTE SYSTEMS OF ALABAMA, LLC  
BFI WASTE SYSTEMS OF ARKANSAS, LLC  
BFI WASTE SYSTEMS OF GEORGIA, LLC  
BFI WASTE SYSTEMS OF KENTUCKY, LLC  
BFI WASTE SYSTEMS OF LOUISIANA, LLC  
BFI WASTE SYSTEMS OF MASSACHUSETTS, LLC  
BFI WASTE SYSTEMS OF MISSISSIPPI, LLC  
BFI WASTE SYSTEMS OF MISSOURI, LLC  
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC  
BFI WASTE SYSTEMS OF NORTH CAROLINA, LLC  
BFI WASTE SYSTEMS OF OKLAHOMA, LLC  
BFI WASTE SYSTEMS OF SOUTH CAROLINA, LLC  
BFI WASTE SYSTEMS OF TENNESSEE, LLC  
BFI WASTE SYSTEMS OF VIRGINIA, LLC  
BRIDGETON LANDFILL, LLC  
BRIDGETON TRANSFER STATION, LLC  
BRUNSWICK WASTE MANAGEMENT FACILITY, LLC  
BUTLER COUNTY LANDFILL, LLC  
C & C EXPANDED SANITARY LANDFILL, LLC  
CACTUS WASTE SYSTEMS, LLC  
CARBON LIMESTONE LANDFILL, LLC  
CHILTON LANDFILL, LLC  
COUNTY ENVIRONMENTAL LANDFILL, LLC  
COUNTY LAND DEVELOPMENT LANDFILL, LLC**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to BFI Third Supplemental Indenture]

COURTNEY RIDGE LANDFILL, LLC  
CRESCENT ACRES LANDFILL, LLC  
CUMBERLAND COUNTY DEVELOPMENT COMPANY,  
LLC  
D & L DISPOSAL, L.L.C.  
E LEASING COMPANY, LLC  
ECDC ENVIRONMENTAL, L.C.  
ELLIS SCOTT LANDFILL MO, LLC  
ENVOTECH-ILLINOIS L.L.C.  
EVERGREEN SCAVENGER SERVICE, L.L.C.  
FLINT HILL ROAD, LLC  
FOREST VIEW LANDFILL, LLC  
FRONTIER WASTE SERVICES (COLORADO), LLC  
FRONTIER WASTE SERVICES (UTAH), LLC  
FRONTIER WASTE SERVICES OF LOUISIANA L.L.C.  
GATEWAY LANDFILL, LLC  
GENERAL REFUSE SERVICE OF OHIO, L.L.C.  
GREAT PLAINS LANDFILL OK, LLC  
GREENRIDGE RECLAMATION, LLC  
GREENRIDGE WASTE SERVICES, LLC  
H LEASING COMPANY, LLC  
HANCOCK COUNTY DEVELOPMENT COMPANY, LLC  
HARRISON COUNTY LANDFILL, LLC  
JACKSON COUNTY LANDFILL, LLC  
JEFFERSON CITY LANDFILL, LLC  
JEFFERSON PARISH DEVELOPMENT COMPANY, LLC  
KANDEL ENTERPRISES, LLC  
LEE COUNTY LANDFILL SC, LLC  
LEMONS LANDFILL, LLC  
LIBERTY WASTE SERVICES LIMITED, L.L.C.

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to BFI Third Supplemental Indenture]

**LIBERTY WASTE SERVICES OF ILLINOIS, L.L.C.  
LIBERTY WASTE SERVICES OF McCOOK, L.L.C.  
LITTLE CREEK LANDING, LLC  
LOCAL SANITATION OF ROWAN COUNTY, L.L.C.  
LORAIN COUNTY LANDFILL, LLC  
LUCAS COUNTY LANDFILL, LLC  
MADISON COUNTY DEVELOPMENT, LLC  
MENANDS ENVIRONMENTAL SOLUTIONS, LLC  
MISSOURI CITY LANDFILL, LLC  
N LEASING COMPANY, LLC  
NEW YORK WASTE SERVICES, LLC  
NORTHEAST LANDFILL, LLC  
OBSCURITY LAND DEVELOPMENT, LLC  
OKLAHOMA CITY LANDFILL, L.L.C.  
PACKERTON LAND COMPANY, L.L.C.  
PINECREST LANDFILL OK, LLC  
POLK COUNTY LANDFILL, LLC  
PRINCE GEORGE'S COUNTY LANDFILL, LLC  
S LEASING COMPANY, LLC  
SAN DIEGO LANDFILL SYSTEMS, LLC  
SAND VALLEY HOLDINGS, L.L.C.  
SHOW-ME LANDFILL, LLC  
SOUTHEAST LANDFILL, LLC  
ST. BERNARD PARISH DEVELOPMENT COMPANY,  
LLC  
ST. JOSEPH LANDFILL, LLC  
TOTAL ROLL-OFFS, L.L.C.  
WAYNE COUNTY LAND DEVELOPMENT, LLC  
WEBSTER PARISH LANDFILL, L.L.C.  
WILLOW RIDGE LANDFILL, LLC**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to BFI Third Supplemental Indenture]

**ABILENE LANDFILL TX, LP  
BFI TRANSFER SYSTEMS OF TEXAS, LP  
BFI WASTE SERVICES OF INDIANA, LP  
BFI WASTE SERVICES OF TEXAS, LP  
BFI WASTE SYSTEMS OF INDIANA, LP  
BLUE RIDGE LANDFILL TX, LP  
BRENHAM TOTAL ROLL-OFFS, LP  
CAMELOT LANDFILL TX, LP  
CEFE LANDFILL TX, LP  
CROW LANDFILL TX, L.P.  
DESARROLLO DEL RANCHO LA GLORIA TX, LP  
EL CENTRO LANDFILL, L.P.  
ELLIS COUNTY LANDFILL TX, LP  
FORT WORTH LANDFILL TX, LP  
FRONTIER WASTE SERVICES, L.P.  
GALVESTON COUNTY LANDFILL TX, LP  
GILES ROAD LANDFILL TX, LP  
GOLDEN TRIANGLE LANDFILL TX, LP  
GREENWOOD LANDFILL TX, LP  
GULF WEST LANDFILL TX, LP  
ITASCA LANDFILL TX, LP  
KERRVILLE LANDFILL TX, LP  
LEWISVILLE LANDFILL TX, LP  
MARS ROAD TX, LP  
McCARTY ROAD LANDFILL TX, LP  
MESQUITE LANDFILL TX, LP  
MEXIA LANDFILL TX, LP  
PANAMA ROAD LANDFILL, TX, L.P.  
PINE HILL FARMS LANDFILL TX, LP  
PLEASANT OAKS LANDFILL TX, LP  
RIO GRANDE VALLEY LANDFILL TX, LP  
ROYAL OAKS LANDFILL TX, LP  
SOUTH CENTRAL TEXAS LAND CO. TX, LP  
SOUTHWEST LANDFILL TX, LP  
TESSMAN ROAD LANDFILL TX, LP**

By: Allied Waste Landfill Holdings, Inc., as General Partner of  
the foregoing limited partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

[Signature page to BFI Third Supplemental Indenture]

**TURKEY CREEK LANDFILL TX, LP  
VICTORIA LANDFILL TX, LP  
WHISPERING PINES LANDFILL TX, LP**

By: Allied Waste Landfill Holdings, Inc., as General Partner of  
the foregoing limited partnerships

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary

**BFI ENERGY SYSTEMS OF SOUTHEASTERN  
CONNECTICUT, LIMITED PARTNERSHIP**

By: BFI Energy Systems of Southeastern Connecticut, Inc., as  
General Partner

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary

[Signature page to BFI Third Supplemental Indenture]

**BENTON COUNTY DEVELOPMENT COMPANY  
CLINTON COUNTY LANDFILL PARTNERSHIP  
COUNTY LINE LANDFILL PARTNERSHIP  
ILLIANA DISPOSAL PARTNERSHIP  
JASPER COUNTY DEVELOPMENT COMPANY  
PARTNERSHIP  
KEY WASTE INDIANA PARTNERSHIP  
LAKE COUNTY C & D DEVELOPMENT PARTNERSHIP  
NEWTON COUNTY LANDFILL PARTNERSHIP  
SPRINGFIELD ENVIRONMENTAL GENERAL  
PARTNERSHIP  
TIPPECANOE COUNTY WASTE SERVICES  
PARTNERSHIP  
WARRICK COUNTY DEVELOPMENT COMPANY**

By: Allied Waste North America, Inc., as General Partner of the foregoing general partnerships

By: /s/ Jo Lynn White  
\_\_\_\_\_  
Name: Jo Lynn White  
Title: Assistant Secretary

By: Allied Waste Landfill Holdings, Inc., as General Partner of the foregoing general partnerships

By: /s/ Jo Lynn White  
\_\_\_\_\_  
Name: Jo Lynn White  
Title: Secretary

[Signature page to BFI Third Supplemental Indenture]



**BENSON VALLEY LANDFILL GENERAL PARTNERSHIP  
BLUE RIDGE LANDFILL GENERAL PARTNERSHIP  
GREEN VALLEY LANDFILL GENERAL PARTNERSHIP  
MOREHEAD LANDFILL GENERAL PARTNERSHIP**

By: Allied Waste North America, Inc., as General Partner of the foregoing general partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Assistant Secretary

By: Browning-Ferris Industries of Tennessee, Inc., as General Partner of the foregoing general partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

**RABANCO COMPANIES**

By: Rabanco, Ltd., as General Partner of the foregoing general partnership

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

By: Rabanco Recycling, Inc., as General Partner of the foregoing general partnership

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

By: /s/ Marcella Burgess

Name: Marcella Burgess

Title: Assistant Vice President

[Signature page to BFI Third Supplemental Indenture]

**SCHEDULE A**

<b>NAME OF REPUBLIC SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
623 Landfill, Inc.	Virginia
ADAJ Corporation	California
Agricultural Acquisitions, LLC	Indiana
Arc Disposal Company, Inc.	Illinois
Ariana, LLC	Delaware
Atlas Transport, Inc.	California
Barker Brothers Waste Incorporated	Tennessee
Bay Collection Services, Inc.	California
Bay Environmental Management, Inc.	California
Bay Landfills, Inc.	California
Bay Leasing Company, Inc.	California
Berkeley Sanitary Service, Inc.	California
BLT Enterprises of Oxnard, Inc.	California
Calvert Trash Systems, Incorporated	Maryland
Central Virginia Properties, LLC	Georgia
Compactor Rental Systems of Delaware, Inc.	Delaware
Consolidated Disposal Service, L.L.C.	Delaware
Continental Waste Industries, L.L.C.	Delaware
Crockett Sanitary Service, Inc.	California
CWI of Illinois, Inc.	Illinois
CWI of Missouri, Inc.	Missouri
Envirocycle, Inc.	Florida
FLL, Inc.	Michigan
Golden Bear Transfer Services, Inc.	California
Honeygo Run Reclamation Center, Inc.	Maryland
McCusker Recycling, Inc.	Pennsylvania
Northwest Tennessee Disposal Corporation	Tennessee
Oceanside Waste and Recycling Services	California
Ohio Republic Contracts, II, Inc.	Delaware
Ohio Republic Contracts, Inc.	Ohio
Perdomo & Sons, Inc.	California
Potrero Hills Landfill, Inc.	California
Reliable Disposal, Inc.	Michigan
Republic Dumpco, Inc.	Nevada
Republic Environmental Technologies, Inc.	Nevada
Republic Ohio Contracts, LLC	Ohio
Republic Services Aviation, Inc.	Florida
Republic Services Financial LP, Inc.	Delaware
Republic Services Financial, Limited Partnership	Delaware

<b>NAME OF REPUBLIC SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Republic Services Group, LLC	Delaware
Republic Services Holding Company, Inc.	Delaware
Republic Services of Arizona Hauling, LLC	Arizona
Republic Services of California Holding Company, Inc.	Delaware
Republic Services of California I, LLC	Delaware
Republic Services of California II, LLC	Delaware
Republic Services of Colorado Hauling, LLC	Colorado
Republic Services of Colorado I, LLC	Colorado
Republic Services of Florida GP, Inc.	Delaware
Republic Services of Florida LP, Inc.	Delaware
Republic Services of Florida, Limited Partnership	Delaware
Republic Services of Georgia GP, LLC	Delaware
Republic Services of Georgia LP, LLC	Delaware
Republic Services of Georgia, Limited Partnership	Delaware
Republic Services of Indiana LP, Inc.	Delaware
Republic Services of Indiana Transportation, LLC	Delaware
Republic Services of Indiana, Limited Partnership	Delaware
Republic Services of Kentucky, LLC	Kentucky
Republic Services of Michigan Hauling, LLC	Michigan
Republic Services of Michigan Holding Company, Inc.	Delaware
Republic Services of Michigan I, LLC	Michigan
Republic Services of Michigan II, LLC	Michigan
Republic Services of Michigan III, LLC	Michigan
Republic Services of Michigan IV, LLC	Michigan
Republic Services of Michigan V, LLC	Michigan
Republic Services of New Jersey, LLC	Delaware
Republic Services of North Carolina, LLC	North Carolina
Republic Services of Ohio Hauling, LLC	Ohio
Republic Services of Ohio I, LLC	Ohio
Republic Services of Ohio II, LLC	Ohio
Republic Services of Ohio III, LLC	Ohio
Republic Services of Ohio IV, LLC	Ohio
Republic Services of Pennsylvania, LLC	Delaware
Republic Services of South Carolina, LLC	Delaware
Republic Services of Southern California, LLC	Delaware
Republic Services of Virginia, LLC	Virginia
Republic Services of Wisconsin GP, LLC	Delaware

<b>NAME OF REPUBLIC SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Republic Services of Wisconsin LP, LLC	Delaware
Republic Services of Wisconsin, Limited Partnership	Delaware
Republic Services Real Estate Holding, Inc.	North Carolina
Republic Services Vasco Road, LLC	Delaware
Republic Services, Inc.	Delaware
Republic Silver State Disposal, Inc.	Nevada
Republic Transportation Services of Canada, Inc.	Ontario, Canada
Republic Waste Services of Southern California, LLC	Delaware
Republic Waste Services of Texas GP, Inc.	Delaware
Republic Waste Services of Texas LP, Inc.	Delaware
Republic Waste Services of Texas, Ltd.	Texas
RI/Alameda Corp.	California
Richmond Sanitary Service, Inc.	California
RITM, LLC	Delaware
Rubbish Control, LLC	Delaware
RWS Transport, L.P.	Delaware
Sandy Hollow Landfill Corp.	West Virginia
Schofield Corporation of Orlando	Florida
Solano Garbage Company	California
Southern Illinois Regional Landfill, Inc.	Illinois
Tay-Ban Corporation	Michigan
Tri-County Refuse Service, Inc.	Michigan
Wayne Developers, LLC	Georgia
West Contra Costa Energy Recovery Company	California
West Contra Costa Sanitary Landfill, Inc.	California
West County Landfill, Inc.	California
West County Resource Recovery, Inc.	California
Zakaroff Services	California

**SCHEDULE B**

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Abilene Landfill TX, LP	Delaware
Action Disposal, Inc.	Texas
Ada County Development Company, Inc.	Idaho
Adrian Landfill, Inc.	Michigan
ADS of Illinois, Inc.	Illinois
ADS, Inc.	Oklahoma
Agri-Tech, Inc. of Oregon	Oregon
Alabama Recycling Services, Inc.	Alabama
Albany—Lebanon Sanitation, Inc.	Oregon
Allied Acquisition Pennsylvania, Inc.	Pennsylvania
Allied Acquisition Two, Inc.	Massachusetts
Allied Enviroengineering, Inc.	Delaware
Allied Gas Recovery Systems, L.L.C.	Delaware
Allied Green Power, Inc.	Delaware
Allied Nova Scotia, Inc.	Delaware
Allied Services, LLC	Delaware
Allied Transfer Systems of New Jersey, LLC	New Jersey
Allied Waste Alabama, Inc.	Delaware
Allied Waste Company, Inc.	Delaware
Allied Waste Environmental Management Group, LLC	Delaware
Allied Waste Hauling of Georgia, Inc.	Georgia
Allied Waste Holdings (Canada) Ltd.	Delaware
Allied Waste Industries (Arizona), Inc.	Arizona
Allied Waste Industries (New Mexico), Inc.	New Mexico
Allied Waste Industries (Southwest), Inc.	Arizona
Allied Waste Industries of Georgia, Inc.	Georgia
Allied Waste Industries of Illinois, Inc.	Illinois
Allied Waste Industries of Northwest Indiana, Inc.	Indiana
Allied Waste Industries of Tennessee, Inc.	Tennessee
Allied Waste Industries, Inc. (Parent)	Arizona
Allied Waste Landfill Holdings, Inc.	Delaware
Allied Waste Niagara Falls Landfill, LLC	New York
Allied Waste of California, Inc.	California
Allied Waste of Long Island, Inc.	New York
Allied Waste of New Jersey, Inc.	New Jersey
Allied Waste of New Jersey-New York, LLC	Delaware
Allied Waste Recycling Services of New Hampshire, LLC	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Allied Waste Rural Sanitation, Inc.	Delaware
Allied Waste Services of Bullhead City, Inc.	Delaware
Allied Waste Services of Colorado, Inc.	Delaware
Allied Waste Services of Lake Havasu City, Inc.	Delaware
Allied Waste Services of Massachusetts, LLC	Massachusetts
Allied Waste Services of Mesa, Inc.	Delaware
Allied Waste Services of North America, LLC	Delaware
Allied Waste Services of Page, Inc.	Idaho
Allied Waste Services of Phoenix, Inc.	Delaware
Allied Waste Services of Stillwater, Inc.	Oklahoma
Allied Waste Services of Yuma, Inc.	Delaware
Allied Waste Sycamore Landfill, LLC	Delaware
Allied Waste Systems Holdings, Inc.	Delaware
Allied Waste Systems of Arizona, LLC	Arizona
Allied Waste Systems of Colorado, LLC	Colorado
Allied Waste Systems of Indiana, LLC	Delaware
Allied Waste Systems of Michigan, LLC	Michigan
Allied Waste Systems of Montana, LLC	Montana
Allied Waste Systems of New Jersey, LLC	New Jersey
Allied Waste Systems of North Carolina, LLC	North Carolina
Allied Waste Systems of Pennsylvania, LLC	Pennsylvania
Allied Waste Systems, Inc.	Delaware
Allied Waste Transfer Services of Arizona, LLC	Delaware
Allied Waste Transfer Services of California, LLC	California
Allied Waste Transfer Services of Florida, LLC	Florida
Allied Waste Transfer Services of Iowa, LLC	Iowa
Allied Waste Transfer Services of Lima, LLC	Ohio
Allied Waste Transfer Services of New York, LLC	New York
Allied Waste Transfer Services of North Carolina, LLC	North Carolina
Allied Waste Transfer Services of Oregon, LLC	Oregon
Allied Waste Transfer Services of Rhode Island, LLC	Delaware
Allied Waste Transfer Services of Utah, Inc.	Utah
Allied Waste Transportation, Inc.	Delaware
American Disposal Services of Illinois, Inc.	Delaware
American Disposal Services of Kansas, Inc.	Kansas
American Disposal Services of Missouri, Inc.	Oklahoma
American Disposal Services of New Jersey, Inc.	Delaware
American Disposal Services of West Virginia, Inc.	Delaware
American Disposal Services, Inc.	Delaware
American Disposal Transfer Services of Illinois, Inc.	Delaware
American Materials Recycling Corp.	New Jersey
American Sanitation, Inc.	Idaho
American Transfer Company, Inc.	New York
Anderson Regional Landfill, LLC	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Anson County Landfill NC, LLC	Delaware
Apache Junction Landfill Corporation	Arizona
Area Disposal, Inc.	Illinois
Atlantic Waste Holding Company, Inc.	Massachusetts
Attwoods of North America, Inc.	Delaware
Autauga County Landfill, LLC	Alabama
Automated Modular Systems, Inc.	New Jersey
Autoshred, Inc.	Missouri
AWIN Leasing Company, Inc.	Delaware
AWIN Leasing II, LLC	Ohio
AWIN Management, Inc.	Delaware
Belleville Landfill, Inc.	Missouri
Benson Valley Landfill General Partnership	Kentucky
Benton County Development Company	Indiana
BFGSI, L.L.C.	Delaware
BFI Atlantic, Inc.	Delaware
BFI Energy Systems of Albany, Inc.	Delaware
BFI Energy Systems of Delaware County, Inc.	Delaware
BFI Energy Systems of Essex County, Inc.	New Jersey
BFI Energy Systems of Hempstead, Inc.	Delaware
BFI Energy Systems of Niagara II, Inc.	Delaware
BFI Energy Systems of Niagara, Inc.	Delaware
BFI Energy Systems of SEMASS, Inc.	Delaware
BFI Energy Systems of Southeastern Connecticut, Inc.	Delaware
BFI Energy Systems of Southeastern Connecticut, Limited Partnership	Delaware
BFI International, Inc.	Delaware
BFI REF-FUEL, INC.	Delaware
BFI Trans River (GP), Inc.	Delaware
BFI Transfer Systems of Alabama, LLC	Delaware
BFI Transfer Systems of DC, LLC	Delaware
BFI Transfer Systems of Georgia, LLC	Delaware
BFI Transfer Systems of Maryland, LLC	Delaware
BFI Transfer Systems of Massachusetts, LLC	Massachusetts
BFI Transfer Systems of Mississippi, LLC	Delaware
BFI Transfer Systems of New Jersey, Inc.	New Jersey
BFI Transfer Systems of Pennsylvania, LLC	Pennsylvania
BFI Transfer Systems of Texas, LP	Delaware
BFI Transfer Systems of Virginia, LLC	Delaware
BFI Waste Services of Indiana, LP	Delaware
BFI Waste Services of Pennsylvania, LLC	Pennsylvania
BFI Waste Services of Tennessee, LLC	Delaware
BFI Waste Services of Texas, LP	Delaware
BFI Waste Services, LLC	Delaware
BFI Waste Systems of Alabama, LLC	Delaware



<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
BFI Waste Systems of Arkansas, LLC	Delaware
BFI Waste Systems of Georgia, LLC	Delaware
BFI Waste Systems of Indiana, LP	Delaware
BFI Waste Systems of Kentucky, LLC	Delaware
BFI Waste Systems of Louisiana, LLC	Delaware
BFI Waste Systems of Massachusetts, LLC	Massachusetts
BFI Waste Systems of Mississippi, LLC	Delaware
BFI Waste Systems of Missouri, LLC	Delaware
BFI Waste Systems of New Jersey, Inc.	New Jersey
BFI Waste Systems of North America, LLC	Delaware
BFI Waste Systems of North Carolina, LLC	Delaware
BFI Waste Systems of Oklahoma, LLC	Oklahoma
BFI Waste Systems of South Carolina, LLC	Delaware
BFI Waste Systems of Tennessee, LLC	Delaware
BFI Waste Systems of Virginia, LLC	Delaware
Bio-Med of Oregon, Inc.	Oregon
Blue Ridge Landfill General Partnership	Kentucky
Blue Ridge Landfill TX, LP	Delaware
Bond County Landfill, Inc.	Delaware
Borrego Landfill, Inc.	California
Borrow Pit Corp.	Illinois
Brenham Total Roll-Offs, LP	Delaware
Brickyard Disposal & Recycling, Inc.	Illinois
Bridgeton Landfill, LLC	Delaware
Bridgeton Transfer Station, LLC	Delaware
Browning-Ferris Financial Services, Inc.	Delaware
Browning-Ferris Industries Chemical Services, Inc.	Nevada
Browning-Ferris Industries of California, Inc.	California
Browning-Ferris Industries of Florida, Inc.	Delaware
Browning-Ferris Industries of Illinois, Inc.	Delaware
Browning-Ferris Industries of New Jersey, Inc.	New Jersey
Browning-Ferris Industries of New York, Inc.	New York
Browning-Ferris Industries of Ohio, Inc.	Delaware
Browning-Ferris Industries of Tennessee, Inc.	Tennessee
Browning-Ferris Industries, Inc.	Massachusetts
Browning-Ferris Services, Inc.	Delaware
Browning-Ferris, Inc.	Maryland
Brunswick Waste Management Facility, LLC	Delaware
Bunting Trash Service, Inc.	Colorado
Butler County Landfill, LLC	Delaware
C & C Expanded Sanitary Landfill, LLC	Michigan
Cactus Waste Systems, LLC	Arizona
Camelot Landfill TX, LP	Delaware
Capitol Recycling and Disposal, Inc.	Oregon
Carbon Limestone Landfill, LLC	Ohio
Cave Creek Transfer Station, Inc.	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
CC Landfill, Inc.	Delaware
CECOS International, Inc.	New York
Cefe Landfill TX, LP	Delaware
Celina Landfill, Inc.	Ohio
Central Arizona Transfer, Inc.	Arizona
Central Sanitary Landfill, Inc.	Michigan
Chambers Development of North Carolina, Inc.	North Carolina
Charter Evaporation Resource Recovery Systems	California
Cherokee Run Landfill, Inc.	Ohio
Chilton Landfill, LLC	Delaware
Citizens Disposal, Inc.	Michigan
City-Star Services, Inc.	Michigan
Clarkston Disposal, Inc.	Michigan
Clinton County Landfill Partnership	Indiana
Cocopah Landfill, Inc.	Delaware
Copper Mountain Landfill, Inc.	Delaware
Corvallis Disposal Co.	Oregon
County Disposal (Ohio), Inc.	Delaware
County Disposal, Inc.	Delaware
County Environmental Landfill, LLC	Ohio
County Land Development Landfill, LLC	Ohio
County Landfill, Inc.	Delaware
County Line Landfill Partnership	Indiana
Courtney Ridge Landfill, LLC	Delaware
Crescent Acres Landfill, LLC	Louisiana
Crow Landfill TX, L.P.	Delaware
Cumberland County Development Company, LLC	Virginia
D & L Disposal, L.L.C.	Delaware
Dallas Disposal Co.	Oregon
Delta Container Corporation	California
Delta Dade Recycling Corp.	Florida
Delta Paper Stock, Co.	California
Delta Resources Corp.	Florida
Delta Site Development Corp.	Florida
Delta Waste Corp.	Florida
Dempsey Waste Systems II, Inc.	Ohio
Denver RL North, Inc.	Colorado
Desarrollo del Rancho La Gloria TX, LP	Texas
Dinverno, Inc.	Michigan
DTC Management, Inc.	Indiana
E Leasing Company, LLC	Delaware
Eagle Industries Leasing, Inc.	Michigan
East Chicago Compost Facility, Inc.	Delaware
ECDC Environmental of Humboldt County, Inc.	Delaware
ECDC Environmental, L.C.	Utah
ECDC Holdings, Inc.	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
El Centro Landfill, L.P.	Texas
Elder Creek Transfer & Recovery, Inc.	California
Ellis County Landfill TX, LP	Delaware
Ellis Scott Landfill MO, LLC	Delaware
Environmental Reclamation Company	Illinois
Envirotech, Inc.	Delaware
Envotech-Illinois L.L.C.	Delaware
Evergreen Scavenger Service, Inc.	Delaware
Evergreen Scavenger Service, L.L.C.	Delaware
F. P. McNamara Rubbish Removal Inc.	Massachusetts
Flint Hill Road, LLC	South Carolina
Forest View Landfill, LLC	Delaware
Fort Worth Landfill TX, LP	Delaware
Forward, Inc.	California
Fred Barbara Trucking Co., Inc.	Illinois
Frontier Waste Services (Colorado), LLC	Colorado
Frontier Waste Services (Utah), LLC	Utah
Frontier Waste Services of Louisiana L.L.C.	Louisiana
Frontier Waste Services, L.P.	Texas
G. Van Dyken Disposal Inc.	Michigan
Galveston County Landfill TX, LP	Delaware
Gateway Landfill, LLC	Georgia
GEK, Inc.	Alabama
General Refuse Rolloff Corp.	Delaware
General Refuse Service of Ohio, L.L.C.	Ohio
Georgia Recycling Services, Inc.	Delaware
Giles Road Landfill TX, LP	Delaware
Golden Triangle Landfill TX, LP	Delaware
Golden Waste Disposal, Inc.	Georgia
Grants Pass Sanitation, Inc.	Oregon
Great Lakes Disposal Service, Inc.	Delaware
Great Plains Landfill OK, LLC	Delaware
Green Valley Landfill General Partnership	Kentucky
Greenridge Reclamation, LLC	Pennsylvania
Greenridge Waste Services, LLC	Pennsylvania
Greenwood Landfill TX, LP	Delaware
Gulf West Landfill TX, LP	Delaware
Gulfcoast Waste Service, Inc.	Florida
H Leasing Company, LLC	Delaware
Hancock County Development Company, LLC	Mississippi
Harland's Sanitary Landfill, Inc.	Michigan
Harrison County Landfill, LLC	Mississippi
Illiana Disposal Partnership	Indiana
Illinois Landfill, Inc.	Illinois
Illinois Recycling Services, Inc.	Illinois
Illinois Valley Recycling, Inc.	Illinois

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Imperial Landfill, Inc.	California
Independent Trucking Company	California
Ingrum Waste Disposal, Inc.	Illinois
International Disposal Corp. of California	California
Island Waste Services Ltd.	New York
Itasca Landfill TX, LP	Delaware
Jackson County Landfill, LLC	Mississippi
Jasper County Development Company Partnership	Indiana
Jefferson City Landfill, LLC	Delaware
Jefferson Parish Development Company, LLC	Louisiana
Jetter Disposal, Inc.	Iowa
Kandel Enterprises, LLC	Delaware
Kankakee Quarry, Inc.	Illinois
Keller Canyon Landfill Company	California
Keller Drop Box, Inc.	Oregon
Kerrville Landfill TX, LP	Delaware
Key Waste Indiana Partnership	Indiana
La Cañada Disposal Company, Inc.	California
Lake County C & D Development Partnership	Indiana
Lake Havasu LF Services, Inc.	Delaware
Lake Norman Landfill, Inc.	North Carolina
LandComp Corporation	Illinois
Lathrop Sunrise Sanitation Corporation	California
Lee County Landfill SC LLC	Delaware
Lee County Landfill, Inc.	Illinois
Lemons Landfill, LLC	Delaware
Lewisville Landfill TX, LP	Delaware
Liberty Waste Holdings, Inc.	Delaware
Liberty Waste Services Limited, L.L.C.	Delaware
Liberty Waste Services of Illinois, L.L.C.	Illinois
Liberty Waste Services of McCook, L.L.C.	Delaware
Little Creek Landing, LLC	Delaware
Local Sanitation of Rowan County, L.L.C.	Delaware
Loop Recycling, Inc.	Illinois
Loop Transfer, Incorporated	Illinois
Lorain County Landfill, LLC	Ohio
Louis Pinto & Son, Inc., Sanitation Contractors	New Jersey
Lucas County Land Development, Inc.	Delaware
Lucas County Landfill, LLC	Ohio
Madison County Development, LLC	Tennessee
Manumit of Florida, Inc.	Florida
Mars Road TX, LP	Delaware
McCarty Road Landfill TX, LP	Delaware
McInnis Waste Systems, Inc.	Oregon
Menands Environmental Solutions, LLC	New York
Mesa Disposal, Inc.	Arizona

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Mesquite Landfill TX, LP	Delaware
Mexia Landfill TX, LP	Delaware
Midway Development Company, Inc.	Arizona
Mississippi Waste Paper Company	Mississippi
Missouri City Landfill, LLC	Missouri
Morehead Landfill General Partnership	Kentucky
Mountain Home Disposal, Inc.	Delaware
N Leasing Company, LLC	Delaware
NationsWaste Catawba Regional Landfill, Inc.	South Carolina
NationsWaste, Inc.	Delaware
Ncorp, Inc.	Delaware
New Morgan Landfill Company, Inc.	Pennsylvania
New York Waste Services, LLC	Delaware
Newco Waste Systems of New Jersey, Inc.	New Jersey
Newton County Landfill Partnership	Indiana
Noble Road Landfill, Inc.	Ohio
Northeast Landfill, LLC	Delaware
Northlake Transfer, Inc.	Illinois
Oakland Heights Development, Inc.	Michigan
Obscurity Land Development, LLC	Virginia
Oklahoma City Landfill, L.L.C.	Oklahoma
Oscar's Collection System of Fremont, Inc.	Nebraska
Otay Landfill, Inc.	California
Ottawa County Landfill, Inc.	Delaware
Packerton Land Company, L.L.C.	Delaware
Palomar Transfer Station, Inc.	California
Panama Road Landfill, TX, L.P.	Delaware
Paradise Waste TS, Inc.	Delaware
Peltier Real Estate Company	Oregon
Pinal County Landfill Corp.	Arizona
Pine Hill Farms Landfill TX, LP	Delaware
Pinecrest Landfill OK, LLC	Delaware
Pinehill Landfill TX, LP	Delaware
Pittsburg County Landfill, Inc.	Oklahoma
Pleasant Oaks Landfill TX, LP	Delaware
Polk County Landfill, LLC	Delaware
Port Clinton Landfill, Inc.	Ohio
Portable Storage Co.	Oregon
Preble County Landfill, Inc.	Ohio
Price & Sons Recycling Company	Georgia
Prince George's County Landfill, LLC	Maryland
PSI Waste Systems, Inc.	Idaho
R.C. Miller Enterprises, Inc.	Ohio
R.C. Miller Refuse Service Inc.	Ohio
Rabanco Companies	Washington
Rabanco Recycling, Inc.	Washington

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Rabanco, Ltd.	Washington
Ramona Landfill, Inc.	California
RCS, Inc.	Illinois
Resource Recovery, Inc.	Kansas
Rio Grande Valley Landfill TX, LP	Delaware
Risk Services, Inc.	Delaware
Rock Road Industries, Inc.	Missouri
Ross Bros. Waste & Recycling Co.	Ohio
Rossman Sanitary Service, Inc.	Oregon
Roxana Landfill, Inc.	Illinois
Royal Holdings, Inc.	Michigan
Royal Oaks Landfill TX, LP	Delaware
S & S Recycling, Inc.	Georgia
S Leasing Company, LLC	Delaware
Saline County Landfill, Inc.	Illinois
San Diego Landfill Systems, LLC	California
San Marcos NCRRF, Inc.	California
Sand Valley Holdings, L.L.C.	Delaware
Sangamon Valley Landfill, Inc.	Delaware
Sanitary Disposal Service, Inc.	Michigan
Sauk Trail Development, Inc.	Michigan
Show-Me Landfill, LLC	Delaware
Shred — All Recycling Systems Inc.	Illinois
Source Recycling, Inc.	Oregon
South Central Texas Land Co. TX, LP	Texas
Southeast Landfill, LLC	Delaware
Southwest Landfill TX, LP	Delaware
Springfield Environmental General Partnership	Indiana
St. Bernard Parish Development Company, LLC	Louisiana
St. Joseph Landfill, LLC	Missouri
Standard Disposal Services, Inc.	Michigan
Standard Environmental Services, Inc.	Michigan
Standard Waste, Inc.	Delaware
Streator Area Landfill, Inc.	Illinois
Suburban Transfer, Inc.	Delaware / Illinois
Suburban Warehouse, Inc.	Illinois
Summit Waste Systems, Inc.	Arizona
Sunrise Sanitation Service, Inc.	California
Sunset Disposal Service, Inc.	California
Sunset Disposal, Inc.	Kansas
Sycamore Landfill, Inc.	California
Tate's Transfer Systems, Inc.	Missouri
Taylor Ridge Landfill, Inc.	Delaware
Tennessee Union County Landfill, Inc.	Delaware
Tessman Road Landfill TX, LP	Delaware
The Ecology Group, Inc.	Ohio

**NAME OF ALLIED  
SUBSIDIARY GUARANTOR**

**STATE OF ORGANIZATION**

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Thomas Disposal Service, Inc.	Missouri
Tippecanoe County Waste Services Partnership	Indiana
Tom Luciano's Disposal Service, Inc.	New Jersey
Total Roll-Offs, L.L.C.	Texas
Total Solid Waste Recyclers, Inc.	New Jersey
Tricil (N.Y.), Inc.	New York
Tri-State Recycling Services, Inc.	Illinois
Tri-State Refuse Corporation	Arizona
Turkey Creek Landfill TX, LP	Delaware
United Disposal Service, Inc.	Oregon
Upper Rock Island County Landfill, Inc.	Illinois
Valley Landfills, Inc.	Oregon
Victoria Landfill TX, LP	Delaware
Vining Disposal Service, Inc.	Massachusetts
Warrick County Development Company	Indiana
Wasatch Regional Landfill, Inc.	Utah
Waste Control Systems, Inc.	Oregon
Waste Services of New York, Inc.	New York
Wastehaul, Inc.	Indiana
Wayne County Land Development, LLC	New York
Wayne County Landfill IL, Inc.	Delaware
WDTR, Inc.	Oregon
Webster Parish Landfill, L.L.C.	Delaware
Whispering Pines Landfill TX, LP	Delaware
Willamette Resources, Inc.	Oregon
Williams County Landfill Inc.	Ohio
Willow Ridge Landfill, LLC	Delaware
WJR Environmental, Inc.	Washington
Woodlake Sanitary Service, Inc.	Minnesota

## TWENTIETH SUPPLEMENTAL INDENTURE

**TWENTIETH SUPPLEMENTAL INDENTURE**, dated as of December 5, 2008 (the "Twentieth Supplemental Indenture") among Allied Waste North America, Inc., a Delaware corporation (the "Company"), Allied Waste Industries, Inc., a Delaware corporation ("Allied"), the Company and Allied each having its principal place of business at 18500 North Allied Way, Phoenix, Arizona 85054, Republic Services, Inc., a Delaware corporation ("Republic"), and each of the entities identified on Schedule A hereto (the "Republic Subsidiary Guarantors", and together with Republic, the "Republic Guarantors") and on Schedule B hereto (the "Allied Subsidiary Guarantors") and U.S. Bank National Association (f/k/a U.S. Bank Trust National Association), as trustee (the "Trustee").

## WITNESSETH:

**WHEREAS**, the Company, Allied, the sole stockholder of the Company, the subsidiary guarantors party thereto, and the Trustee executed and delivered an Indenture, dated as of December 23, 1998 (the "Senior Indenture"), to provide for the issuance by the Company from time to time of debt securities evidencing its indebtedness;

**WHEREAS**, pursuant to Fourth, Fifth, Seventh and Nineteenth Supplemental Indentures, dated as of July 30, 1999, December 29, 1999, June 20, 2001 and December 2, 2008, respectively, certain additional subsidiaries of the Company guaranteed the obligations of the Company under the Senior Indenture;

**WHEREAS**, pursuant to resolutions adopted by the Board of Directors of the Company, the Company issued:

(i) \$350,000,000 aggregate principal amount of its 6 $\frac{1}{2}$ % Senior Notes due 2010 (the "2010 Notes") pursuant to an Eleventh Supplemental Indenture, dated as of November 10, 2003;

(ii) \$400,000,000 aggregate principal amount of its 5 $\frac{3}{4}$ % Senior Notes due 2011 (the "2011A Notes") pursuant to a Twelfth Supplemental Indenture, dated as of January 27, 2004;

(iii) \$275,000,000 aggregate principal amount of its 6 $\frac{3}{8}$ % Senior Notes due 2011 (the "2011B Notes") pursuant a Fifteenth Supplemental Indenture, dated as of April 20, 2004;

(iv) \$450,000,000 aggregate principal amount of its 7 $\frac{7}{8}$ % Senior Notes due 2013 (the "2013 Notes") pursuant to a Tenth Supplemental Indenture, dated as of April 9, 2003;

(v) \$425,000,000 aggregate principal amount of its 6 $\frac{1}{8}$ % Senior Notes due 2014 (the "2014A Notes") pursuant to a Thirteenth Supplemental Indenture, dated as of January 27, 2004;

(vi) \$400,000,000 aggregate principal amount of its 7 $\frac{3}{8}$ % Senior Unsecured Notes due 2014 (the "2014B Notes") pursuant to a Fourteenth Supplemental Indenture, dated as of April 20, 2004;

(vii) \$600,000,000 aggregate principal amount of its 7 $\frac{1}{4}$ % Senior Notes due 2015 (the "2015 Notes") pursuant to a Sixteenth Supplemental Indenture, dated as of March 9, 2005;

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(viii) \$600,000,000 aggregate principal amount of its 7<sup>1</sup>/<sub>8</sub>% Senior Notes due 2016 (the “2016 Notes”) pursuant to a Seventeenth Supplemental Indenture, dated as of May 17, 2006; and

(ix) \$750,000,000 aggregate principal amount of its 6<sup>7</sup>/<sub>8</sub>% Senior Notes due 2017 (the “2017 Notes”, and, together with the 2010 Notes, the 2011A Notes, the 2011B Notes, the 2013 Notes, the 2014A Notes, the 2014B Notes, the 2015 Notes and the 2016 Notes, the “Notes”) pursuant to an Eighteenth Supplemental Indenture, dated as of March 12, 2007 (the Eighteenth Supplemental Indenture, together with the Tenth through Seventeenth Supplemental Indentures referred to in clauses (i)-(viii) above, the “Establishing Supplemental Indentures”, and together with the Senior Indenture as supplemented by each supplemental indenture thereto through the Nineteenth Supplemental Indenture, the “Indenture”);

**WHEREAS**, Republic has entered into an Agreement and Plan of Merger, dated as of June 22, 2008, as amended, pursuant to which Republic will acquire 100% of the outstanding capital stock of Allied through a merger of RS Merger Wedge, Inc., a wholly owned subsidiary of Republic, with and into Allied (the “Merger”);

**WHEREAS**, the Republic Subsidiary Guarantors have each delivered its guarantee (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time, the “Republic Credit Facility Guaranty”), and the Allied Subsidiary Guarantors have each delivered its guarantee, effective upon the date following the effective date of this Twentieth Supplemental Indenture (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time, the “Allied Credit Facility Subsidiary Guaranty”) in connection with each of (i) that certain Credit Agreement, dated as of April 26, 2007, among Republic, Bank of America, N. A., as administrative agent, swing line lender and L/C issuer, Citibank, N. A., as syndication agent, JPMorgan Chase Bank, N.A., Barclays Bank PLC, and SunTrust Bank, as co-documentation agents, and certain other lenders thereto, as amended by Amendment No. 1 to Credit Agreement, dated as of September 18, 2008 (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time (“Initial Republic Credit Facility”) and (ii) that certain Credit Agreement, dated as of September 18, 2008, among Republic, Bank of America, N. A., as administrative agent, swing line lender and L/C issuer, JPMorgan Chase Bank, N. A., as syndication agent, Barclays Bank PLC, BNP Paribas, and The Royal Bank of Scotland, as co-documentation agents, and certain other lenders thereto (as the same may be amended, modified, waived, restated, supplemented, amended and restated, refinanced or replaced from time to time hereafter, the “Supplemental Republic Credit Facility” and together with the Initial Republic Credit Facility, the “Republic Credit Facility”);

**WHEREAS**, the Republic Credit Facility will replace that certain Credit Agreement dated as of July 21, 1999, as amended and restated as of March 21, 2005, among the Company, Allied, certain lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and Citicorp North America, Inc., as Syndication Agent, as amended;

**WHEREAS**, the Republic Credit Facility is unsecured;

**WHEREAS**, pursuant to resolutions adopted by the board of directors, partners or members, as the case may be, of each of the Republic Guarantors, each of the Republic Guarantors has duly authorized the guarantee of the Company’s obligations under the Notes and the Indenture (“Republic Guarantee”);

**WHEREAS**, the Republic Guarantee will facilitate the obtaining of enhanced ratings of the Notes from Moody's Investors Services, Inc. ("Moody's") and from Standard & Poors Ratings Group ("S&P");

**WHEREAS**, Section 15.4(d) of the Indenture provides for certain conditions regarding the release of the Allied Subsidiary Guarantors from their obligations under their senior guarantees of the Notes;

**WHEREAS**, Section 1.01(12)(j) of each of the Establishing Supplemental Indentures permits the Company to designate any of its subsidiaries as "Unrestricted Subsidiaries" and additionally provides for certain covenants concerning the designation of a subsidiary of the Company as an Unrestricted Subsidiary;

**WHEREAS**, Section 1.01(12)(c) of each of the Establishing Supplemental Indentures provides for the elimination of certain covenants under the Establishing Supplemental Indentures upon the occurrence of certain conditions, including the attainment of certain ratings of the Notes ("Covenant Fall-Away Event"); and

**WHEREAS**, Section 8.1(j) of the Indenture permits the execution and delivery of Supplemental Indentures by the Trustee, the Company, Allied and the Allied Subsidiary Guarantors, without the consent of any Holders of the Notes, for the purpose of curing any ambiguity, or to make any other provisions with respect to matters arising under the Indenture which shall not be inconsistent with the provisions of the Indenture, provided that such action shall not adversely affect in any material respect the interest of the Holders of Securities of any series under the Indenture;

**NOW THEREFORE**, for and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes or any series thereof, as follows:

**ARTICLE ONE  
DEFINITIONS AND OTHER PROVISIONS  
OF GENERAL APPLICATION**

**SECTION 1.01 Definitions.**

All capitalized terms used herein without definition shall have the meanings specified in the Indenture.

**SECTION 1.02 Provisions of General Application.**

All rules of construction and other provisions of general application set forth in Article 1 of the Indenture are hereby incorporated herein by reference.

### **SECTION 1.03 Effectiveness.**

This Twentieth Supplemental Indenture shall become effective upon the effectiveness of the Merger without any further action of any of the parties hereto.

## **ARTICLE TWO GUARANTEE**

### **SECTION 2.01 Senior Guarantee**

A. Guarantee. Each of the Republic Guarantors hereby jointly and severally unconditionally guarantees for the benefit of each Holder of a Note that has been authenticated and delivered by the Trustee, and for the benefit of the Trustee on behalf of each such Holder, in accordance with the terms and conditions of this Twentieth Supplemental Indenture, the due and punctual payment of the principal of, premium, if any, and interest on such Note when and as the same shall become due and payable, whether at its Stated Maturity or following acceleration, call for redemption, purchase or otherwise, in each case in accordance with the terms and conditions of such Note and the Indenture. In case of the failure of the Company punctually to make any such payment, each Republic Guarantor hereby jointly and severally agrees to cause such payment to be made punctually when and as the same shall become due and payable, whether at the Stated Maturity or by acceleration, call for redemption, purchase or otherwise, and as if such payment were made by the Company. This is a guaranty of payment, not of collection. Except as expressly provided in the Indenture or any Supplemental Indenture to which the Republic Guarantors are parties or any Note, each Republic Guarantor further agrees that the obligations guaranteed hereunder may be amended, supplemented, modified, restated, extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any such amendment, supplement, modification, extension or renewal of any such obligation.

#### **B. Release of Republic Guarantors.**

(i) Concurrently with the satisfaction and discharge of the Indenture under Section 4.1 of the Senior Indenture, the Republic Guarantors shall be released from all of their obligations under this Twentieth Supplemental Indenture.

(ii) Concurrently with the defeasance of the Notes under Section 4.4 of the Senior Indenture or the agreement defeasance of the Notes under Section 4.5 of the Senior Indenture, the Republic Guarantors shall be released from all of their obligations under this Twentieth Supplemental Indenture.

(iii) Upon the consummation of any transaction (whether involving a sale or other disposition of securities, a merger or otherwise) whereby any Republic Subsidiary Guarantor ceases to be a Subsidiary of Republic, such Republic Subsidiary Guarantor shall automatically without further action on the part of the Trustee or any Holder of the Notes, be released from all obligations under this Twentieth Supplemental Indenture.

(iv) Concurrently with the termination of any Republic Subsidiary Guarantor's obligations under its guarantees provided with respect to the Republic Credit Facility (including, but not limited to the Republic Credit Facility Guaranty), or upon the release of any Republic

Subsidiary Guarantor from its obligations under the Republic Credit Facility Guaranty, such Republic Subsidiary Guarantor shall automatically, without further action on the part of the Trustee or any Holder of the Notes, be released from all of its obligations under this Twentieth Supplemental Indenture.

**ARTICLE THREE  
ALLIED SUBSIDIARY GUARANTOR REAFFIRMATION;  
UNRESTRICTED SUBSIDIARIES**

**SECTION 3.01 Reaffirmation.**

Notwithstanding the release of the collateral securing the Credit Facility and any interpretation of the provisions of Section 15.4(d) of the Indenture to the contrary, each of the Allied Subsidiary Guarantors hereby jointly and severally reaffirms its obligations under its Subsidiary Guarantee (including but not limited to any Senior Guarantee under any supplemental indenture delivered in respect to the Senior Indenture) and each Allied Subsidiary Guarantor shall continue to be as and from the date of the Senior Indenture or the supplemental indenture to which it is party creating such Subsidiary Guarantee, as applicable, a “Subsidiary Guarantor” within the meaning of and for all purposes of the Indenture.

**SECTION 3.02 Unrestricted Subsidiaries.**

Notwithstanding the occurrence of a Covenant Fall-Away Event and notwithstanding any interpretation of the provisions of Section 1.01(12)(c) of each of the Establishing Supplemental Indentures to the contrary, the provisions of the first paragraph and the last paragraph of Section 1.01(12)(j) of each of the Establishing Supplemental Indentures shall continue in effect subsequent to the occurrence of a Covenant Fall-Away Event.

**ARTICLE FOUR  
CONCERNING THE TRUSTEE**

**SECTION 4.01 Acceptance of Trusts.**

The Trustee accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions set forth in the Indenture and in this Twentieth Supplemental Indenture, to all of which the Company and the Republic Guarantors agree and the Holders of Notes at any time outstanding by their acceptance thereof agree.

**SECTION 4.02 No Responsibility of the Trustee for Recitals, etc.**

The recitals and statements contained in this Twentieth Supplemental Indenture shall be taken as the recitals and statements of the Company and the Republic Guarantors, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Twentieth Supplemental Indenture.

**ARTICLE FIVE  
MISCELLANEOUS PROVISIONS**

**SECTION 5.01 Binding Agreement; Assignments.**

Whenever in this Twentieth Supplemental Indenture any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of each Republic Guarantor that are contained in this Twentieth Supplemental Indenture shall bind and inure to the benefit of each party hereto and their respective successors and assigns.

**SECTION 5.02 Relation to Indenture.**

This Twentieth Supplemental Indenture and all the terms and provisions herein contained shall form a part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture and each and every term and condition contained in the Indenture shall apply to this Twentieth Supplemental Indenture with the same force and effect as if the same were set forth in full in this Twentieth Supplemental Indenture, with such omissions, variations and modifications thereof as may be appropriate to make each such term and condition consistent with this Twentieth Supplemental Indenture. The Indenture is hereby ratified and confirmed and shall remain and continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended by this Twentieth Supplemental Indenture and the Indenture and this Twentieth Supplemental Indenture shall be read, taken and construed together as one instrument.

**SECTION 5.03 Counterparts.**

This Twentieth Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Signatures on Following Next Pages]*

IN WITNESS WHEREOF, the parties hereto have caused this Twentieth Supplemental Indenture to be duly executed as of the day and year first above written.

**ALLIED WASTE NORTH AMERICA, INC.**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Assistant Secretary

**ALLIED WASTE INDUSTRIES, INC., as**

Guarantor of the Notes

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Vice President, Assistant Secretary &  
Deputy General Counsel

[Signature page to AWNA Supplemental Indenture]

**REPUBLIC SERVICES, INC.**, as Guarantor of the Notes

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Vice President, Finance & Treasurer

[Signature page to AWNA Supplemental Indenture]

Each of the Republic Subsidiary Guarantors listed on Schedule A hereto, as guarantor of the Notes by:

**A D A J CORPORATION**  
**ATLAS TRANSPORT, INC.**  
**BAY COLLECTION SERVICES, INC.**  
**BAY ENVIRONMENTAL MANAGEMENT, INC.**  
**BAY LANDFILLS, INC.**  
**BAY LEASING COMPANY, INC.**  
**BERKELEY SANITARY SERVICE, INC.**  
**BLT ENTERPRISES OF OXNARD, INC.**  
**CROCKETT SANITARY SERVICE, INC.**  
**GOLDEN BEAR TRANSFER SERVICES, INC.**  
**PERDOMO & SONS, INC.**  
**POTRERO HILLS LANDFILL, INC.**  
**RI/ALAMEDA CORP.**  
**RICHMOND SANITARY SERVICE, INC.**  
**SOLANO GARBAGE COMPANY**  
**WEST CONTRA COSTA ENERGY RECOVERY COMPANY**  
**WEST CONTRA COSTA SANITARY LANDFILL, INC.**  
**WEST COUNTY LANDFILL, INC.**  
**WEST COUNTY RESOURCE RECOVERY, INC.**  
**ZAKAROFF SERVICES**  
**COMPACTOR RENTAL SYSTEMS OF DELAWARE, INC.**  
**OHIO REPUBLIC CONTRACTS, II, INC.**  
**REPUBLIC SERVICES FINANCIAL LP, INC.**  
**REPUBLIC SERVICES HOLDING COMPANY, INC.**  
**REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.**  
**REPUBLIC SERVICES OF FLORIDA GP, INC.**  
**REPUBLIC SERVICES OF FLORIDA LP, INC.**  
**REPUBLIC SERVICES OF INDIANA LP, INC.**  
**REPUBLIC SERVICES OF MICHIGAN HOLDING COMPANY, INC.**

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing corporations

[Signature page to Awna Supplemental Indenture]



REPUBLIC WASTE SERVICES OF TEXAS GP, INC.  
REPUBLIC WASTE SERVICES OF TEXAS LP, INC.  
ENVIROCYCLE, INC.  
REPUBLIC SERVICES AVIATION, INC.  
SCHOFIELD CORPORATION OF ORLANDO  
ARC DISPOSAL COMPANY, INC.  
CWI OF ILLINOIS, INC.  
SOUTHERN ILLINOIS REGIONAL LANDFILL, INC.  
CALVERT TRASH SYSTEMS, INCORPORATED  
HONEYGO RUN RECLAMATION CENTER, INC.  
FLL, INC.  
RELIABLE DISPOSAL, INC.  
TAY-BAN CORPORATION  
TRI-COUNTY REFUSE SERVICE, INC.  
CWI OF MISSOURI, INC.  
REPUBLIC SERVICES REAL ESTATE HOLDING, INC.  
REPUBLIC DUMPCO, INC.  
REPUBLIC ENVIRONMENTAL TECHNOLOGIES, INC.  
REPUBLIC SILVER STATE DISPOSAL, INC.  
OHIO REPUBLIC CONTRACTS, INC.  
McCUSKER RECYCLING, INC.  
BARKER BROTHERS WASTE INCORPORATED  
NORTHWEST TENNESSEE DISPOSAL CORPORATION  
623 LANDFILL, INC.  
SANDY HOLLOW LANDFILL CORP.

By: /s/ Edward A. Lang, III

\_\_\_\_\_  
Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing corporations

[Signature page to AWNA Supplemental Indenture]

REPUBLIC SERVICES OF ARIZONA HAULING, LLC  
REPUBLIC SERVICES OF COLORADO HAULING, LLC  
REPUBLIC SERVICES OF COLORADO I, LLC  
ARIANA, LLC  
CONSOLIDATED DISPOSAL SERVICE, L.L.C.  
CONTINENTAL WASTE INDUSTRIES, L.L.C.  
REPUBLIC SERVICES GROUP, LLC  
REPUBLIC SERVICES OF CALIFORNIA I, LLC  
REPUBLIC SERVICES OF CALIFORNIA II, LLC  
REPUBLIC SERVICES OF GEORGIA GP, LLC  
REPUBLIC SERVICES OF GEORGIA LP, LLC  
REPUBLIC SERVICES OF INDIANA TRANSPORTATION, LLC  
REPUBLIC SERVICES OF NEW JERSEY, LLC  
REPUBLIC SERVICES OF PENNSYLVANIA, LLC  
REPUBLIC SERVICES OF SOUTH CAROLINA, LLC  
REPUBLIC SERVICES OF SOUTHERN CALIFORNIA, LLC  
REPUBLIC SERVICES OF WISCONSIN GP, LLC  
REPUBLIC SERVICES OF WISCONSIN LP, LLC  
REPUBLIC SERVICES VASCO ROAD, LLC  
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC  
RITM, LLC  
RUBBISH CONTROL, LLC  
CENTRAL VIRGINIA PROPERTIES, LLC  
WAYNE DEVELOPERS, LLC  
AGRICULTURAL ACQUISITIONS, LLC  
REPUBLIC SERVICES OF KENTUCKY, LLC  
REPUBLIC SERVICES OF MICHIGAN HAULING, LLC

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing limited liability companies

[Signature page to Awna Supplemental Indenture]

**REPUBLIC SERVICES OF MICHIGAN I, LLC  
REPUBLIC SERVICES OF MICHIGAN II, LLC  
REPUBLIC SERVICES OF MICHIGAN III, LLC  
REPUBLIC SERVICES OF MICHIGAN IV, LLC  
REPUBLIC SERVICES OF MICHIGAN V, LLC  
REPUBLIC SERVICES OF NORTH CAROLINA, LLC  
REPUBLIC OHIO CONTRACTS, LLC  
REPUBLIC SERVICES OF OHIO HAULING, LLC  
REPUBLIC SERVICES OF OHIO I, LLC  
REPUBLIC SERVICES OF OHIO II, LLC  
REPUBLIC SERVICES OF OHIO III, LLC  
REPUBLIC SERVICES OF OHIO IV, LLC  
REPUBLIC SERVICES OF VIRGINIA, LLC**

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Treasurer of each of the foregoing limited liability  
companies

[Signature page to Awna Supplemental Indenture]

**REPUBLIC SERVICES FINANCIAL, LIMITED  
PARTNERSHIP**

By: REPUBLIC SILVER STATE DISPOSAL, INC., as General  
Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF FLORIDA, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES OF FLORIDA GP, INC., as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF GEORGIA, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES OF GEORGIA GP, LLC, as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC SERVICES OF INDIANA, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES, INC., as General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

[Signature page to AWNA Supplemental Indenture]

**REPUBLIC SERVICES OF WISCONSIN, LIMITED  
PARTNERSHIP**

By: REPUBLIC SERVICES OF WISCONSIN GP, LLC, as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**RWS TRANSPORT, L.P.**

By: REPUBLIC WASTE SERVICES OF TEXAS GP, INC., as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

**REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

By: REPUBLIC WASTE SERVICES OF TEXAS GP, INC., as  
General Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

[Signature page to AWNA Supplemental Indenture]

**OCEANSIDE WASTE AND RECYCLING  
SERVICES**

By: REPUBLIC SERVICES, INC., Partner

By: /s/ Edward A. Lang, III \_\_\_\_\_

Name: Edward A. Lang, III

Title: Treasurer

[Signature page to AWNA Supplemental Indenture]

Each of the Allied Subsidiary Guarantors Listed on  
Schedule B hereto, as Guarantor of the Securities.  
by:

**ACTION DISPOSAL, INC.**  
**ADA COUNTY DEVELOPMENT COMPANY, INC.**  
**ADRIAN LANDFILL, INC.**  
**ADS OF ILLINOIS, INC.**  
**ADS, INC.**  
**AGRI-TECH, INC. OF OREGON**  
**ALABAMA RECYCLING SERVICES, INC.**  
**ALBANY-LEBANON SANITATION, INC.**  
**ALLIED ACQUISITION PENNSYLVANIA, INC.**  
**ALLIED ACQUISITION TWO, INC.**  
**ALLIED ENVIROENGINEERING, INC.**  
**ALLIED GREEN POWER, INC.**  
**ALLIED NOVA SCOTIA, INC.**  
**ALLIED WASTE ALABAMA, INC.**  
**ALLIED WASTE COMPANY, INC.**  
**ALLIED WASTE HAULING OF GEORGIA, INC.**  
**ALLIED WASTE HOLDINGS (CANADA) LTD.**  
**ALLIED WASTE INDUSTRIES (ARIZONA), INC.**  
**ALLIED WASTE INDUSTRIES (NEW MEXICO), INC.**  
**ALLIED WASTE INDUSTRIES (SOUTHWEST), INC.**  
**ALLIED WASTE INDUSTRIES OF GEORGIA, INC.**  
**ALLIED WASTE INDUSTRIES OF ILLINOIS, INC.**  
**ALLIED WASTE INDUSTRIES OF NORTHWEST INDIANA, INC.**  
**ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.**  
**ALLIED WASTE LANDFILL HOLDINGS, INC.**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to Awna Supplemental Indenture]

ALLIED WASTE OF CALIFORNIA, INC.  
ALLIED WASTE OF LONG ISLAND, INC.  
ALLIED WASTE OF NEW JERSEY, INC.  
ALLIED WASTE RURAL SANITATION, INC.  
ALLIED WASTE SERVICES OF BULLHEAD CITY, INC.  
ALLIED WASTE SERVICES OF COLORADO, INC.  
ALLIED WASTE SERVICES OF LAKE HAVASU CITY, INC.  
ALLIED WASTE SERVICES OF MESA, INC.  
ALLIED WASTE SERVICES OF PAGE, INC.  
ALLIED WASTE SERVICES OF PHOENIX, INC.  
ALLIED WASTE SERVICES OF STILLWATER, INC.  
ALLIED WASTE SERVICES OF YUMA, INC.  
ALLIED WASTE SYSTEMS HOLDINGS, INC.  
ALLIED WASTE SYSTEMS, INC.  
ALLIED WASTE TRANSFER SERVICES OF UTAH, INC.  
ALLIED WASTE TRANSPORTATION, INC.  
AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.  
AMERICAN DISPOSAL SERVICES OF KANSAS, INC.  
AMERICAN DISPOSAL SERVICES OF MISSOURI, INC.  
AMERICAN DISPOSAL SERVICES OF NEW JERSEY, INC.  
AMERICAN DISPOSAL SERVICES OF WEST VIRGINIA, INC.  
AMERICAN DISPOSAL SERVICES, INC.

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to Awna Supplemental Indenture]



**AMERICAN DISPOSAL TRANSFER SERVICES OF ILLINOIS, INC.  
AMERICAN MATERIALS RECYCLING CORP.  
AMERICAN SANITATION, INC.  
AMERICAN TRANSFER COMPANY, INC.  
APACHE JUNCTION LANDFILL CORPORATION  
AREA DISPOSAL, INC.  
ATLANTIC WASTE HOLDING COMPANY, INC.  
ATTWOODS OF NORTH AMERICA, INC.  
AUTOMATED MODULAR SYSTEMS, INC.  
AUTOSHRED, INC.  
AWIN LEASING COMPANY, INC.  
AWIN MANAGEMENT, INC.  
BBCO, INC.  
BELLEVILLE LANDFILL, INC.  
BFI ATLANTIC, INC.  
BFI ENERGY SYSTEMS OF ALBANY, INC.  
BFI ENERGY SYSTEMS OF DELAWARE COUNTY, INC.  
BFI ENERGY SYSTEMS OF ESSEX COUNTY, INC.  
BFI ENERGY SYSTEMS OF HEMPSTEAD, INC.  
BFI ENERGY SYSTEMS OF NIAGARA II, INC.  
BFI ENERGY SYSTEMS OF NIAGARA, INC.  
BFI ENERGY SYSTEMS OF SEMASS, INC.  
BFI ENERGY SYSTEMS OF SOUTHEASTERN CONNECTICUT, INC.  
BFI INTERNATIONAL, INC.  
BFI REF-FUEL, INC.  
BFI TRANS RIVER (GP), INC.  
BFI TRANSFER SYSTEMS OF NEW JERSEY, INC.  
BFI WASTE SYSTEMS OF NEW JERSEY, INC.**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to AUNA Supplemental Indenture]

BIO-MED OF OREGON, INC.  
BOND COUNTY LANDFILL, INC.  
BORREGO LANDFILL, INC.  
BORROW PIT CORP.  
BRICKYARD DISPOSAL & RECYCLING, INC.  
BROWNING-FERRIS FINANCIAL SERVICES, INC.  
BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES, INC.  
BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.  
BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.  
BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC.  
BROWNING-FERRIS INDUSTRIES OF NEW JERSEY, INC.  
BROWNING-FERRIS INDUSTRIES OF NEW YORK, INC.  
BROWNING-FERRIS INDUSTRIES OF OHIO, INC.  
BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.  
BROWNING-FERRIS INDUSTRIES, INC.  
BROWNING-FERRIS SERVICES, INC.  
BROWNING-FERRIS, INC.  
BUNTING TRASH SERVICE, INC.  
CAPITOL RECYCLING AND DISPOSAL, INC.  
CAVE CREEK TRANSFER STATION, INC.  
CC LANDFILL, INC.  
CECOS INTERNATIONAL, INC.  
CELINA LANDFILL, INC.  
CENTRAL ARIZONA TRANSFER, INC.  
CENTRAL SANITARY LANDFILL, INC.  
CHAMBERS DEVELOPMENT OF NORTH CAROLINA, INC.  
CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to Awna Supplemental Indenture]

**CHEROKEE RUN LANDFILL, INC.  
CITIZENS DISPOSAL, INC.  
CITY-STAR SERVICES, INC.  
CLARKSTON DISPOSAL, INC.  
COCOPAH LANDFILL, INC.  
COPPER MOUNTAIN LANDFILL, INC.  
CORVALLIS DISPOSAL CO.  
COUNTY DISPOSAL (OHIO), INC.  
COUNTY DISPOSAL, INC.  
COUNTY LANDFILL, INC.  
DALLAS DISPOSAL CO.  
DELTA CONTAINER CORPORATION  
DELTA DADE RECYCLING CORP.  
DELTA PAPER STOCK, CO.  
DELTA RESOURCES CORP.  
DELTA SITE DEVELOPMENT CORP.  
DELTA WASTE CORP.  
DEMPSEY WASTE SYSTEMS II, INC.  
DENVER RL NORTH, INC.  
DTC MANAGEMENT, INC.  
EAGLE INDUSTRIES LEASING, INC.  
EAST CHICAGO COMPOST FACILITY, INC.  
ECDC ENVIRONMENTAL OF HUMBOLDT COUNTY,  
INC.  
ECDC HOLDINGS, INC.  
ELDER CREEK TRANSFER & RECOVERY, INC.  
ENVIRONMENTAL DEVELOPMENT CORP.  
ENVIRONMENTAL RECLAMATION COMPANY  
ENVIRONTECH, INC.  
EVERGREEN SCAVENGER SERVICE, INC.  
F. P. McNAMARA RUBBISH REMOVAL INC.  
FORWARD, INC.  
FRED BARBARA TRUCKING CO., INC.**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing corporations

[Signature page to Awna Supplemental Indenture]

G. VAN DYKEN DISPOSAL INC.  
GEK, INC.  
GENERAL REFUSE ROLLOFF CORP.  
GEORGIA RECYCLING SERVICES, INC.  
GOLDEN WASTE DISPOSAL, INC.  
GRANTS PASS SANITATION, INC.  
GREAT LAKES DISPOSAL SERVICE, INC.  
GULFCOAST WASTE SERVICE, INC.  
HARLAND'S SANITARY LANDFILL, INC.  
ILLINOIS LANDFILL, INC.  
ILLINOIS RECYCLING SERVICES, INC.  
ILLINOIS VALLEY RECYCLING, INC.  
IMPERIAL LANDFILL, INC.  
INDEPENDENT TRUCKING COMPANY  
INGRUM WASTE DISPOSAL, INC.  
INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA  
ISLAND WASTE SERVICES LTD.  
JETTER DISPOSAL, INC.  
KANKAKEE QUARRY, INC.  
KELLER CANYON LANDFILL COMPANY  
KELLER DROP BOX, INC.  
LA CAÑADA DISPOSAL COMPANY, INC.  
LAKE HAVASU LF SERVICES, INC.  
LAKE NORMAN LANDFILL, INC.  
LANDCOMP CORPORATION  
LATHROP SUNRISE SANITATION CORPORATION  
LEE COUNTY LANDFILL, INC.  
LIBERTY WASTE HOLDINGS, INC.  
LOOP RECYCLING, INC.  
LOOP TRANSFER, INCORPORATED  
LOUIS PINTO & SON, INC., SANITATION  
CONTRACTORS  
LUCAS COUNTY LAND DEVELOPMENT, INC.  
MANUMIT OF FLORIDA, INC.  
McINNIS WASTE SYSTEMS, INC.  
MESA DISPOSAL, INC.

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

[Signature page to AWNA Supplemental Indenture]

MIDWAY DEVELOPMENT COMPANY, INC.  
MISSISSIPPI WASTE PAPER COMPANY  
MOUNTAIN HOME DISPOSAL, INC.  
NATIONSWASTE CATAWBA REGIONAL LANDFILL,  
INC.  
NATIONSWASTE, INC.  
NCORP, INC.  
NEW MORGAN LANDFILL COMPANY, INC.  
NEWCO WASTE SYSTEMS OF NEW JERSEY, INC.  
NOBLE ROAD LANDFILL, INC.  
NORTHLAKE TRANSFER, INC.  
OAKLAND HEIGHTS DEVELOPMENT, INC.  
OSCAR'S COLLECTION SYSTEM OF FREMONT, INC.  
OTAY LANDFILL, INC.  
OTTAWA COUNTY LANDFILL, INC.  
PALOMAR TRANSFER STATION, INC.  
PARADISE WASTE TS, INC.  
PELTIER REAL ESTATE COMPANY  
PINAL COUNTY LANDFILL CORP.  
PITTSBURG COUNTY LANDFILL, INC.  
PORT CLINTON LANDFILL, INC.  
PORTABLE STORAGE CO.  
PREBLE COUNTY LANDFILL, INC.  
PRICE & SONS RECYCLING COMPANY  
R.C. MILLER ENTERPRISES, INC.  
R.C. MILLER REFUSE SERVICE INC.  
RABANCO RECYCLING, INC.  
RABANCO, LTD.  
RAMONA LANDFILL, INC.  
RCS, INC.  
RESOURCE RECOVERY, INC.  
RISK SERVICES, INC.  
ROCK ROAD INDUSTRIES, INC.  
ROSS BROS. WASTE & RECYCLING CO.  
ROSSMAN SANITARY SERVICE, INC.  
ROXANA LANDFILL, INC.

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

[Signature page to AWNA Supplemental Indenture]

ROYAL HOLDINGS, INC.  
S & S RECYCLING, INC.  
SALINE COUNTY LANDFILL, INC.  
SAN MARCOS NCRRE, INC.  
SANGAMON VALLEY LANDFILL, INC.  
SANITARY DISPOSAL SERVICE, INC.  
SAUK TRAIL DEVELOPMENT, INC.  
SHRED — ALL RECYCLING SYSTEMS INC.  
SOURCE RECYCLING, INC.  
STANDARD DISPOSAL SERVICES, INC.  
STANDARD ENVIRONMENTAL SERVICES, INC.  
STANDARD WASTE, INC.  
STREATOR AREA LANDFILL, INC.  
SUBURBAN TRANSFER, INC. [DE]  
SUBURBAN TRANSFER, INC. [IL]  
SUBURBAN WAREHOUSE, INC.  
SUMMIT WASTE SYSTEMS, INC.  
SUNRISE SANITATION SERVICE, INC.  
SUNSET DISPOSAL SERVICE, INC.  
SUNSET DISPOSAL, INC.  
SYCAMORE LANDFILL, INC.  
TATE'S TRANSFER SYSTEMS, INC.  
TAYLOR RIDGE LANDFILL, INC.  
TENNESSEE UNION COUNTY LANDFILL, INC.  
THE ECOLOGY GROUP, INC.  
THOMAS DISPOSAL SERVICE, INC.  
TOM LUCIANO'S DISPOSAL SERVICE, INC.  
TOTAL SOLID WASTE RECYCLERS, INC.  
TRI-STATE RECYCLING SERVICES, INC.  
TRI-STATE REFUSE CORPORATION  
TRICIL (N.Y.), INC.  
UNITED DISPOSAL SERVICE, INC.  
UPPER ROCK ISLAND COUNTY LANDFILL, INC.  
VALLEY LANDFILLS, INC.

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

[Signature page to AWWA Supplemental Indenture]

**VINING DISPOSAL SERVICE, INC.  
WASATCH REGIONAL LANDFILL, INC.  
WASTE CONTROL SYSTEMS, INC.  
WASTE SERVICES OF NEW YORK, INC.  
WASTEHAUL, INC.  
WAYNE COUNTY LANDFILL IL, INC.  
WDTR, INC.  
WILLAMETTE RESOURCES, INC.  
WILLIAMS COUNTY LANDFILL INC.  
WJR ENVIRONMENTAL, INC.  
WOODLAKE SANITARY SERVICE, INC.**

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing corporations

**DINVERNO, INC.**

By: /s/ Roger A. Groen, Jr.  
Name: Roger A. Groen, Jr.  
Title: President

[Signature page to Awna Supplemental Indenture]

ALLIED GAS RECOVERY SYSTEMS, L.L.C.  
ALLIED SERVICES, LLC  
ALLIED TRANSFER SYSTEMS OF NEW JERSEY, LLC  
ALLIED WASTE ENVIRONMENTAL MANAGEMENT  
GROUP, LLC  
ALLIED WASTE NIAGARA FALLS LANDFILL, LLC  
ALLIED WASTE OF NEW JERSEY-NEW YORK, LLC  
ALLIED WASTE RECYCLING SERVICES OF NEW  
HAMPSHIRE, LLC  
ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC  
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC  
ALLIED WASTE SYCAMORE LANDFILL, LLC  
ALLIED WASTE SYSTEMS OF ARIZONA, LLC  
ALLIED WASTE SYSTEMS OF COLORADO, LLC  
ALLIED WASTE SYSTEMS OF INDIANA, LLC  
ALLIED WASTE SYSTEMS OF MICHIGAN, LLC  
ALLIED WASTE SYSTEMS OF MONTANA, LLC  
ALLIED WASTE SYSTEMS OF NEW JERSEY, LLC  
ALLIED WASTE SYSTEMS OF NORTH CAROLINA,  
LLC  
ALLIED WASTE SYSTEMS OF PENNSYLVANIA, LLC  
ALLIED WASTE TRANSFER SERVICES OF ARIZONA,  
LLC  
ALLIED WASTE TRANSFER SERVICES OF  
CALIFORNIA, LLC

By: /s/ Jo Lynn White \_\_\_\_\_  
Name: Jo Lynn White  
Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to AWNA Supplemental Indenture]



**ALLIED WASTE TRANSFER SERVICES OF FLORIDA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF IOWA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF LIMA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF NEW YORK, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF NORTH CAROLINA, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC**  
**ALLIED WASTE TRANSFER SERVICES OF RHODE ISLAND, LLC**  
**ANDERSON REGIONAL LANDFILL, LLC**  
**ANSON COUNTY LANDFILL NC, LLC**  
**AUTAUGA COUNTY LANDFILL, LLC**  
**AWIN LEASING II, LLC**  
**BFGSI, L.L.C.**  
**BFI TRANSFER SYSTEMS OF ALABAMA, LLC**  
**BFI TRANSFER SYSTEMS OF DC, LLC**  
**BFI TRANSFER SYSTEMS OF GEORGIA, LLC**  
**BFI TRANSFER SYSTEMS OF MARYLAND, LLC**  
**BFI TRANSFER SYSTEMS OF MASSACHUSETTS, LLC**  
**BFI TRANSFER SYSTEMS OF MISSISSIPPI, LLC**  
**BFI TRANSFER SYSTEMS OF PENNSYLVANIA, LLC**  
**BFI TRANSFER SYSTEMS OF VIRGINIA, LLC**  
**BFI WASTE SERVICES OF PENNSYLVANIA, LLC**  
**BFI WASTE SERVICES OF TENNESSEE, LLC**  
**BFI WASTE SERVICES, LLC**  
**BFI WASTE SYSTEMS OF ALABAMA, LLC**

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability companies

[Signature page to AWNA Supplemental Indenture]

**BFI WASTE SYSTEMS OF ARKANSAS, LLC  
BFI WASTE SYSTEMS OF GEORGIA, LLC  
BFI WASTE SYSTEMS OF KENTUCKY, LLC  
BFI WASTE SYSTEMS OF LOUISIANA, LLC  
BFI WASTE SYSTEMS OF MASSACHUSETTS, LLC  
BFI WASTE SYSTEMS OF MISSISSIPPI, LLC  
BFI WASTE SYSTEMS OF MISSOURI, LLC  
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC  
BFI WASTE SYSTEMS OF NORTH CAROLINA, LLC  
BFI WASTE SYSTEMS OF OKLAHOMA, LLC  
BFI WASTE SYSTEMS OF SOUTH CAROLINA, LLC  
BFI WASTE SYSTEMS OF TENNESSEE, LLC  
BFI WASTE SYSTEMS OF VIRGINIA, LLC  
BRIDGETON LANDFILL, LLC  
BRIDGETON TRANSFER STATION, LLC  
BROWNING-FERRIS INDUSTRIES, LLC  
BRUNSWICK WASTE MANAGEMENT FACILITY, LLC  
BUTLER COUNTY LANDFILL, LLC  
C & C EXPANDED SANITARY LANDFILL, LLC  
CACTUS WASTE SYSTEMS, LLC  
CARBON LIMESTONE LANDFILL, LLC  
CHILTON LANDFILL, LLC  
COUNTY ENVIRONMENTAL LANDFILL, LLC  
COUNTY LAND DEVELOPMENT LANDFILL, LLC  
COURTNEY RIDGE LANDFILL, LLC  
CRESCENT ACRES LANDFILL, LLC**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to AWNA Supplemental Indenture]

CUMBERLAND COUNTY DEVELOPMENT COMPANY,  
LLC  
D & L DISPOSAL, L.L.C.  
E LEASING COMPANY, LLC  
ECDC ENVIRONMENTAL, L.C.  
ELLIS SCOTT LANDFILL MO, LLC  
ENVOTECH-ILLINOIS L.L.C.  
EVERGREEN SCAVENGER SERVICE, L.L.C.  
FLINT HILL ROAD, LLC  
FOREST VIEW LANDFILL, LLC  
FRONTIER WASTE SERVICES (COLORADO), LLC  
FRONTIER WASTE SERVICES (UTAH), LLC  
FRONTIER WASTE SERVICES OF LOUISIANA L.L.C.  
GATEWAY LANDFILL, LLC  
GENERAL REFUSE SERVICE OF OHIO, L.L.C.  
GREAT PLAINS LANDFILL OK, LLC  
GREENRIDGE RECLAMATION, LLC  
GREENRIDGE WASTE SERVICES, LLC  
H LEASING COMPANY, LLC  
HANCOCK COUNTY DEVELOPMENT COMPANY, LLC  
HARRISON COUNTY LANDFILL, LLC  
JACKSON COUNTY LANDFILL, LLC  
JEFFERSON CITY LANDFILL, LLC  
JEFFERSON PARISH DEVELOPMENT COMPANY, LLC  
KANDEL ENTERPRISES, LLC  
LEE COUNTY LANDFILL SC, LLC  
LEMONS LANDFILL, LLC  
LIBERTY WASTE SERVICES LIMITED, L.L.C.  
LIBERTY WASTE SERVICES OF ILLINOIS, L.L.C.  
LIBERTY WASTE SERVICES OF McCOOK, L.L.C.

By: /s/ Jo Lynn White

\_\_\_\_\_  
Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to AWNA Supplemental Indenture]

**LITTLE CREEK LANDING, LLC  
LOCAL SANITATION OF ROWAN COUNTY, L.L.C.  
LORAIN COUNTY LANDFILL, LLC  
LUCAS COUNTY LANDFILL, LLC  
MADISON COUNTY DEVELOPMENT, LLC  
MENANDS ENVIRONMENTAL SOLUTIONS, LLC  
MISSOURI CITY LANDFILL, LLC  
N LEASING COMPANY, LLC  
NEW YORK WASTE SERVICES, LLC  
NORTHEAST LANDFILL, LLC  
OBSCURITY LAND DEVELOPMENT, LLC  
OKLAHOMA CITY LANDFILL, L.L.C.  
PACKERTON LAND COMPANY, L.L.C.  
PINECREST LANDFILL OK, LLC  
POLK COUNTY LANDFILL, LLC  
PRINCE GEORGE'S COUNTY LANDFILL, LLC  
S LEASING COMPANY, LLC  
SAN DIEGO LANDFILL SYSTEMS, LLC  
SAND VALLEY HOLDINGS, L.L.C.  
SHOW-ME LANDFILL, LLC  
SOUTHEAST LANDFILL, LLC  
ST. BERNARD PARISH DEVELOPMENT COMPANY,  
LLC  
ST. JOSEPH LANDFILL, LLC  
TOTAL ROLL-OFFS, L.L.C.  
WAYNE COUNTY LAND DEVELOPMENT, LLC  
WEBSTER PARISH LANDFILL, L.L.C.  
WILLOW RIDGE LANDFILL, LLC**

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary of each of the foregoing limited liability  
companies

[Signature page to AWNA Supplemental Indenture]

**ABILENE LANDFILL TX, LP  
BFI TRANSFER SYSTEMS OF TEXAS, LP  
BFI WASTE SERVICES OF INDIANA, LP  
BFI WASTE SERVICES OF TEXAS, LP  
BFI WASTE SYSTEMS OF INDIANA, LP  
BLUE RIDGE LANDFILL TX, LP  
BRENHAM TOTAL ROLL-OFFS, LP  
CAMELOT LANDFILL TX, LP  
CEFE LANDFILL TX, LP  
CROW LANDFILL TX, L.P.  
DESARROLLO DEL RANCHO LA GLORIA TX, LP  
EL CENTRO LANDFILL, L.P.  
ELLIS COUNTY LANDFILL TX, LP  
FORT WORTH LANDFILL TX, LP  
FRONTIER WASTE SERVICES, L.P.  
GALVESTON COUNTY LANDFILL TX, LP  
GILES ROAD LANDFILL TX, LP  
GOLDEN TRIANGLE LANDFILL TX, LP  
GREENWOOD LANDFILL TX, LP  
GULF WEST LANDFILL TX, LP  
ITASCA LANDFILL TX, LP  
KERRVILLE LANDFILL TX, LP  
LEWISVILLE LANDFILL TX, LP  
MARS ROAD TX, LP  
McCARTY ROAD LANDFILL TX, LP  
MESQUITE LANDFILL TX, LP  
MEXIA LANDFILL TX, LP  
PANAMA ROAD LANDFILL, TX, L.P.  
PINE HILL FARMS LANDFILL TX, LP  
PLEASANT OAKS LANDFILL TX, LP  
RIO GRANDE VALLEY LANDFILL TX, LP  
ROYAL OAKS LANDFILL TX, LP  
SOUTH CENTRAL TEXAS LAND CO. TX, LP**

By: Allied Waste Landfill Holdings, Inc., as General Partner of  
the foregoing limited partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

[Signature page to AWNA Supplemental Indenture]

**SOUTHWEST LANDFILL TX, LP  
TESSMAN ROAD LANDFILL TX, LP  
TURKEY CREEK LANDFILL TX, LP  
VICTORIA LANDFILL TX, LP  
WHISPERING PINES LANDFILL TX, LP**

By: Allied Waste Landfill Holdings, Inc., as General Partner of  
the foregoing limited partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

**BFI ENERGY SYSTEMS OF SOUTHEASTERN  
CONNECTICUT, LIMITED PARTNERSHIP**

By: BFI Energy Systems of Southeastern Connecticut, Inc., as  
General Partner

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

**BENTON COUNTY DEVELOPMENT COMPANY  
CLINTON COUNTY LANDFILL PARTNERSHIP  
COUNTY LINE LANDFILL PARTNERSHIP  
ILLIANA DISPOSAL PARTNERSHIP  
JASPER COUNTY DEVELOPMENT COMPANY  
PARTNERSHIP  
KEY WASTE INDIANA PARTNERSHIP  
LAKE COUNTY C & D DEVELOPMENT PARTNERSHIP  
NEWTON COUNTY LANDFILL PARTNERSHIP  
SPRINGFIELD ENVIRONMENTAL GENERAL  
PARTNERSHIP  
TIPPECANOE COUNTY WASTE SERVICES  
PARTNERSHIP  
WARRICK COUNTY DEVELOPMENT COMPANY**

By: Allied Waste North America, Inc., as General Partner of the  
foregoing general partnerships

By: /s/ Jo Lynn White  
\_\_\_\_\_  
Name: Jo Lynn White  
Title: Assistant Secretary

By: Allied Waste Landfill Holdings, Inc., as General Partner of  
the foregoing general partnerships

By: /s/ Jo Lynn White  
\_\_\_\_\_  
Name: Jo Lynn White  
Title: Secretary

[Signature page to AWNA Supplemental Indenture]

**BENSON VALLEY LANDFILL GENERAL PARTNERSHIP  
BLUE RIDGE LANDFILL GENERAL PARTNERSHIP  
GREEN VALLEY LANDFILL GENERAL PARTNERSHIP  
MOREHEAD LANDFILL GENERAL PARTNERSHIP**

By: Allied Waste North America, Inc., as General Partner of the foregoing general partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Assistant Secretary

By: Browning-Ferris Industries of Tennessee, Inc., as General Partner of the foregoing general partnerships

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

**RABANCO COMPANIES**

By: Rabanco, Ltd., as General Partner of the foregoing general partnership

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

By: Rabanco Recycling, Inc., as General Partner of the foregoing general partnership

By: /s/ Jo Lynn White  
Name: Jo Lynn White  
Title: Secretary

[Signature page to Awna Supplemental Indenture]



**U.S. BANK TRUST NATIONAL ASSOCIATION**, as Trustee

By: /s/ Richard Prokosch

Name: Richard Prokosch

Title: Vice President

[Signature page to AWNA Supplemental Indenture]

**SCHEDULE A**

<b>NAME OF REPUBLIC SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
623 Landfill, Inc.	Virginia
ADAJ Corporation	California
Agricultural Acquisitions, LLC	Indiana
Arc Disposal Company, Inc.	Illinois
Ariana, LLC	Delaware
Atlas Transport, Inc.	California
Barker Brothers Waste Incorporated	Tennessee
Bay Collection Services, Inc.	California
Bay Environmental Management, Inc.	California
Bay Landfills, Inc.	California
Bay Leasing Company, Inc.	California
Berkeley Sanitary Service, Inc.	California
BLT Enterprises of Oxnard, Inc.	California
Calvert Trash Systems, Incorporated	Maryland
Central Virginia Properties, LLC	Georgia
Compactor Rental Systems of Delaware, Inc.	Delaware
Consolidated Disposal Service, L.L.C.	Delaware
Continental Waste Industries, L.L.C.	Delaware
Crockett Sanitary Service, Inc.	California
CWI of Illinois, Inc.	Illinois
CWI of Missouri, Inc.	Missouri
Envirocycle, Inc.	Florida
FLL, Inc.	Michigan
Golden Bear Transfer Services, Inc.	California
Honeygo Run Reclamation Center, Inc.	Maryland
McCusker Recycling, Inc.	Pennsylvania
Northwest Tennessee Disposal Corporation	Tennessee
Oceanside Waste and Recycling Services	California
Ohio Republic Contracts, II, Inc.	Delaware
Ohio Republic Contracts, Inc.	Ohio
Perdomo & Sons, Inc.	California
Potrero Hills Landfill, Inc.	California
Reliable Disposal, Inc.	Michigan
Republic Dumpco, Inc.	Nevada
Republic Environmental Technologies, Inc.	Nevada
Republic Ohio Contracts, LLC	Ohio
Republic Services Aviation, Inc.	Florida
Republic Services Financial LP, Inc.	Delaware

<b>NAME OF REPUBLIC SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Republic Services Financial, Limited Partnership	Delaware
Republic Services Group, LLC	Delaware
Republic Services Holding Company, Inc.	Delaware
Republic Services of Arizona Hauling, LLC	Arizona
Republic Services of California Holding Company, Inc.	Delaware
Republic Services of California I, LLC	Delaware
Republic Services of California II, LLC	Delaware
Republic Services of Colorado Hauling, LLC	Colorado
Republic Services of Colorado I, LLC	Colorado
Republic Services of Florida GP, Inc.	Delaware
Republic Services of Florida LP, Inc.	Delaware
Republic Services of Florida, Limited Partnership	Delaware
Republic Services of Georgia GP, LLC	Delaware
Republic Services of Georgia LP, LLC	Delaware
Republic Services of Georgia, Limited Partnership	Delaware
Republic Services of Indiana LP, Inc.	Delaware
Republic Services of Indiana Transportation, LLC	Delaware
Republic Services of Indiana, Limited Partnership	Delaware
Republic Services of Kentucky, LLC	Kentucky
Republic Services of Michigan Hauling, LLC	Michigan
Republic Services of Michigan Holding Company, Inc.	Delaware
Republic Services of Michigan I, LLC	Michigan
Republic Services of Michigan II, LLC	Michigan
Republic Services of Michigan III, LLC	Michigan
Republic Services of Michigan IV, LLC	Michigan
Republic Services of Michigan V, LLC	Michigan
Republic Services of New Jersey, LLC	Delaware
Republic Services of North Carolina, LLC	North Carolina
Republic Services of Ohio Hauling, LLC	Ohio
Republic Services of Ohio I, LLC	Ohio
Republic Services of Ohio II, LLC	Ohio
Republic Services of Ohio III, LLC	Ohio
Republic Services of Ohio IV, LLC	Ohio
Republic Services of Pennsylvania, LLC	Delaware
Republic Services of South Carolina, LLC	Delaware
Republic Services of Southern California, LLC	Delaware
Republic Services of Virginia, LLC	Virginia

<b>NAME OF REPUBLIC SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Republic Services of Wisconsin GP, LLC	Delaware
Republic Services of Wisconsin LP, LLC	Delaware
Republic Services of Wisconsin, Limited Partnership	Delaware
Republic Services Real Estate Holding, Inc.	North Carolina
Republic Services Vasco Road, LLC	Delaware
Republic Services, Inc.	Delaware
Republic Silver State Disposal, Inc.	Nevada
Republic Transportation Services of Canada, Inc.	Ontario, Canada
Republic Waste Services of Southern California, LLC	Delaware
Republic Waste Services of Texas GP, Inc.	Delaware
Republic Waste Services of Texas LP, Inc.	Delaware
Republic Waste Services of Texas, Ltd.	Texas
RI/Alameda Corp.	California
Richmond Sanitary Service, Inc.	California
RITM, LLC	Delaware
Rubbish Control, LLC	Delaware
RWS Transport, L.P.	Delaware
Sandy Hollow Landfill Corp.	West Virginia
Schofield Corporation of Orlando	Florida
Solano Garbage Company	California
Southern Illinois Regional Landfill, Inc.	Illinois
Tay-Ban Corporation	Michigan
Tri-County Refuse Service, Inc.	Michigan
Wayne Developers, LLC	Georgia
West Contra Costa Energy Recovery Company	California
West Contra Costa Sanitary Landfill, Inc.	California
West County Landfill, Inc.	California
West County Resource Recovery, Inc.	California
Zakaroff Services	California

**SCHEDULE B**

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Abilene Landfill TX, LP	Delaware
Action Disposal, Inc.	Texas
Ada County Development Company, Inc.	Idaho
Adrian Landfill, Inc.	Michigan
ADS of Illinois, Inc.	Illinois
ADS, Inc.	Oklahoma
Agri-Tech, Inc. of Oregon	Oregon
Alabama Recycling Services, Inc.	Alabama
Albany—Lebanon Sanitation, Inc.	Oregon
Allied Acquisition Pennsylvania, Inc.	Pennsylvania
Allied Acquisition Two, Inc.	Massachusetts
Allied Enviroengineering, Inc.	Delaware
Allied Gas Recovery Systems, L.L.C.	Delaware
Allied Green Power, Inc.	Delaware
Allied Nova Scotia, Inc.	Delaware
Allied Services, LLC	Delaware
Allied Transfer Systems of New Jersey, LLC	New Jersey
Allied Waste Alabama, Inc.	Delaware
Allied Waste Company, Inc.	Delaware
Allied Waste Environmental Management Group, LLC	Delaware
Allied Waste Hauling of Georgia, Inc.	Georgia
Allied Waste Holdings (Canada) Ltd.	Delaware
Allied Waste Industries (Arizona), Inc.	Arizona
Allied Waste Industries (New Mexico), Inc.	New Mexico
Allied Waste Industries (Southwest), Inc.	Arizona
Allied Waste Industries of Georgia, Inc.	Georgia
Allied Waste Industries of Illinois, Inc.	Illinois
Allied Waste Industries of Northwest Indiana, Inc.	Indiana
Allied Waste Industries of Tennessee, Inc.	Tennessee
Allied Waste Industries, Inc. (Parent)	Arizona
Allied Waste Landfill Holdings, Inc.	Delaware
Allied Waste Niagara Falls Landfill, LLC	New York
Allied Waste of California, Inc.	California
Allied Waste of Long Island, Inc.	New York
Allied Waste of New Jersey, Inc.	New Jersey
Allied Waste of New Jersey-New York, LLC	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Allied Waste Recycling Services of New Hampshire, LLC	Delaware
Allied Waste Rural Sanitation, Inc.	Delaware
Allied Waste Services of Bullhead City, Inc.	Delaware
Allied Waste Services of Colorado, Inc.	Delaware
Allied Waste Services of Lake Havasu City, Inc.	Delaware
Allied Waste Services of Massachusetts, LLC	Massachusetts
Allied Waste Services of Mesa, Inc.	Delaware
Allied Waste Services of North America, LLC	Delaware
Allied Waste Services of Page, Inc.	Idaho
Allied Waste Services of Phoenix, Inc.	Delaware
Allied Waste Services of Stillwater, Inc.	Oklahoma
Allied Waste Services of Yuma, Inc.	Delaware
Allied Waste Sycamore Landfill, LLC	Delaware
Allied Waste Systems Holdings, Inc.	Delaware
Allied Waste Systems of Arizona, LLC	Arizona
Allied Waste Systems of Colorado, LLC	Colorado
Allied Waste Systems of Indiana, LLC	Delaware
Allied Waste Systems of Michigan, LLC	Michigan
Allied Waste Systems of Montana, LLC	Montana
Allied Waste Systems of New Jersey, LLC	New Jersey
Allied Waste Systems of North Carolina, LLC	North Carolina
Allied Waste Systems of Pennsylvania, LLC	Pennsylvania
Allied Waste Systems, Inc.	Delaware
Allied Waste Transfer Services of Arizona, LLC	Delaware
Allied Waste Transfer Services of California, LLC	California
Allied Waste Transfer Services of Florida, LLC	Florida
Allied Waste Transfer Services of Iowa, LLC	Iowa
Allied Waste Transfer Services of Lima, LLC	Ohio
Allied Waste Transfer Services of New York, LLC	New York
Allied Waste Transfer Services of North Carolina, LLC	North Carolina
Allied Waste Transfer Services of Oregon, LLC	Oregon
Allied Waste Transfer Services of Rhode Island, LLC	Delaware
Allied Waste Transfer Services of Utah, Inc.	Utah
Allied Waste Transportation, Inc.	Delaware
American Disposal Services of Illinois, Inc.	Delaware
American Disposal Services of Kansas, Inc.	Kansas
American Disposal Services of Missouri, Inc.	Oklahoma
American Disposal Services of New Jersey, Inc.	Delaware
American Disposal Services of West Virginia, Inc.	Delaware
American Disposal Services, Inc.	Delaware
American Disposal Transfer Services of Illinois, Inc.	Delaware
American Materials Recycling Corp.	New Jersey
American Sanitation, Inc.	Idaho
American Transfer Company, Inc.	New York

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Anderson Regional Landfill, LLC	Delaware
Anson County Landfill NC, LLC	Delaware
Apache Junction Landfill Corporation	Arizona
Area Disposal, Inc.	Illinois
Atlantic Waste Holding Company, Inc.	Massachusetts
Attwoods of North America, Inc.	Delaware
Autauga County Landfill, LLC	Alabama
Automated Modular Systems, Inc.	New Jersey
Autoshred, Inc.	Missouri
AWIN Leasing Company, Inc.	Delaware
AWIN Leasing II, LLC	Ohio
AWIN Management, Inc.	Delaware
BBCO, Inc.	Delaware
Belleville Landfill, Inc.	Missouri
Benson Valley Landfill General Partnership	Kentucky
Benton County Development Company	Indiana
BFGSI, L.L.C.	Delaware
BFI Atlantic, Inc.	Delaware
BFI Energy Systems of Albany, Inc.	Delaware
BFI Energy Systems of Delaware County, Inc.	Delaware
BFI Energy Systems of Essex County, Inc.	New Jersey
BFI Energy Systems of Hempstead, Inc.	Delaware
BFI Energy Systems of Niagara II, Inc.	Delaware
BFI Energy Systems of Niagara, Inc.	Delaware
BFI Energy Systems of SEMASS, Inc.	Delaware
BFI Energy Systems of Southeastern Connecticut, Inc.	Delaware
BFI Energy Systems of Southeastern Connecticut, Limited Partnership	Delaware
BFI International, Inc.	Delaware
BFI REF-FUEL, INC.	Delaware
BFI Trans River (GP), Inc.	Delaware
BFI Transfer Systems of Alabama, LLC	Delaware
BFI Transfer Systems of DC, LLC	Delaware
BFI Transfer Systems of Georgia, LLC	Delaware
BFI Transfer Systems of Maryland, LLC	Delaware
BFI Transfer Systems of Massachusetts, LLC	Massachusetts
BFI Transfer Systems of Mississippi, LLC	Delaware
BFI Transfer Systems of New Jersey, Inc.	New Jersey
BFI Transfer Systems of Pennsylvania, LLC	Pennsylvania
BFI Transfer Systems of Texas, LP	Delaware
BFI Transfer Systems of Virginia, LLC	Delaware
BFI Waste Services of Indiana, LP	Delaware
BFI Waste Services of Pennsylvania, LLC	Pennsylvania
BFI Waste Services of Tennessee, LLC	Delaware
BFI Waste Services of Texas, LP	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
BFI Waste Services, LLC	Delaware
BFI Waste Systems of Alabama, LLC	Delaware
BFI Waste Systems of Arkansas, LLC	Delaware
BFI Waste Systems of Georgia, LLC	Delaware
BFI Waste Systems of Indiana, LP	Delaware
BFI Waste Systems of Kentucky, LLC	Delaware
BFI Waste Systems of Louisiana, LLC	Delaware
BFI Waste Systems of Massachusetts, LLC	Massachusetts
BFI Waste Systems of Mississippi, LLC	Delaware
BFI Waste Systems of Missouri, LLC	Delaware
BFI Waste Systems of New Jersey, Inc.	New Jersey
BFI Waste Systems of North America, LLC	Delaware
BFI Waste Systems of North Carolina, LLC	Delaware
BFI Waste Systems of Oklahoma, LLC	Oklahoma
BFI Waste Systems of South Carolina, LLC	Delaware
BFI Waste Systems of Tennessee, LLC	Delaware
BFI Waste Systems of Virginia, LLC	Delaware
Bio-Med of Oregon, Inc.	Oregon
Blue Ridge Landfill General Partnership	Kentucky
Blue Ridge Landfill TX, LP	Delaware
Bond County Landfill, Inc.	Delaware
Borrego Landfill, Inc.	California
Borrow Pit Corp.	Illinois
Brenham Total Roll-Offs, LP	Delaware
Brickyard Disposal & Recycling, Inc.	Illinois
Bridgeton Landfill, LLC	Delaware
Bridgeton Transfer Station, LLC	Delaware
Browning-Ferris Financial Services, Inc.	Delaware
Browning-Ferris Industries Chemical Services, Inc.	Nevada
Browning-Ferris Industries of California, Inc.	California
Browning-Ferris Industries of Florida, Inc.	Delaware
Browning-Ferris Industries of Illinois, Inc.	Delaware
Browning-Ferris Industries of New Jersey, Inc.	New Jersey
Browning-Ferris Industries of New York, Inc.	New York
Browning-Ferris Industries of Ohio, Inc.	Delaware
Browning-Ferris Industries of Tennessee, Inc.	Tennessee
Browning-Ferris Industries, Inc.	Massachusetts
Browning-Ferris Industries, LLC	Delaware
Browning-Ferris Services, Inc.	Delaware
Browning-Ferris, Inc.	Maryland
Brunswick Waste Management Facility, LLC	Delaware
Bunting Trash Service, Inc.	Colorado
Butler County Landfill, LLC	Delaware
C & C Expanded Sanitary Landfill, LLC	Michigan
Cactus Waste Systems, LLC	Arizona
Camelot Landfill TX, LP	Delaware



<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Capitol Recycling and Disposal, Inc.	Oregon
Carbon Limestone Landfill, LLC	Ohio
Cave Creek Transfer Station, Inc.	Delaware
CC Landfill, Inc.	Delaware
CECOS International, Inc.	New York
Cefe Landfill TX, LP	Delaware
Celina Landfill, Inc.	Ohio
Central Arizona Transfer, Inc.	Arizona
Central Sanitary Landfill, Inc.	Michigan
Chambers Development of North Carolina, Inc.	North Carolina
Charter Evaporation Resource Recovery Systems	California
Cherokee Run Landfill, Inc.	Ohio
Chilton Landfill, LLC	Delaware
Citizens Disposal, Inc.	Michigan
City-Star Services, Inc.	Michigan
Clarkston Disposal, Inc.	Michigan
Clinton County Landfill Partnership	Indiana
Cocopah Landfill, Inc.	Delaware
Copper Mountain Landfill, Inc.	Delaware
Corvallis Disposal Co.	Oregon
County Disposal (Ohio), Inc.	Delaware
County Disposal, Inc.	Delaware
County Environmental Landfill, LLC	Ohio
County Land Development Landfill, LLC	Ohio
County Landfill, Inc.	Delaware
County Line Landfill Partnership	Indiana
Courtney Ridge Landfill, LLC	Delaware
Crescent Acres Landfill, LLC	Louisiana
Crow Landfill TX, L.P.	Delaware
Cumberland County Development Company, LLC	Virginia
D & L Disposal, L.L.C.	Delaware
Dallas Disposal Co.	Oregon
Delta Container Corporation	California
Delta Dade Recycling Corp.	Florida
Delta Paper Stock, Co.	California
Delta Resources Corp.	Florida
Delta Site Development Corp.	Florida
Delta Waste Corp.	Florida
Dempsey Waste Systems II, Inc.	Ohio
Denver RL North, Inc.	Colorado
Desarrollo del Rancho La Gloria TX, LP	Texas
Dinverno, Inc.	Michigan
DTC Management, Inc.	Indiana
E Leasing Company, LLC	Delaware
Eagle Industries Leasing, Inc.	Michigan
East Chicago Compost Facility, Inc.	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
ECDC Environmental of Humboldt County, Inc.	Delaware
ECDC Environmental, L.C.	Utah
ECDC Holdings, Inc.	Delaware
El Centro Landfill, L.P.	Texas
Elder Creek Transfer & Recovery, Inc.	California
Ellis County Landfill TX, LP	Delaware
Ellis Scott Landfill MO, LLC	Delaware
Environmental Reclamation Company	Illinois
Environtech, Inc.	Delaware
Envotech-Illinois L.L.C.	Delaware
Evergreen Scavenger Service, Inc.	Delaware
Evergreen Scavenger Service, L.L.C.	Delaware
F. P. McNamara Rubbish Removal Inc.	Massachusetts
Flint Hill Road, LLC	South Carolina
Forest View Landfill, LLC	Delaware
Fort Worth Landfill TX, LP	Delaware
Forward, Inc.	California
Fred Barbara Trucking Co., Inc.	Illinois
Frontier Waste Services (Colorado), LLC	Colorado
Frontier Waste Services (Utah), LLC	Utah
Frontier Waste Services of Louisiana L.L.C.	Louisiana
Frontier Waste Services, L.P.	Texas
G. Van Dyken Disposal Inc.	Michigan
Galveston County Landfill TX, LP	Delaware
Gateway Landfill, LLC	Georgia
GEK, Inc.	Alabama
General Refuse Rolloff Corp.	Delaware
General Refuse Service of Ohio, L.L.C.	Ohio
Georgia Recycling Services, Inc.	Delaware
Giles Road Landfill TX, LP	Delaware
Golden Triangle Landfill TX, LP	Delaware
Golden Waste Disposal, Inc.	Georgia
Grants Pass Sanitation, Inc.	Oregon
Great Lakes Disposal Service, Inc.	Delaware
Great Plains Landfill OK, LLC	Delaware
Green Valley Landfill General Partnership	Kentucky
Greenridge Reclamation, LLC	Pennsylvania
Greenridge Waste Services, LLC	Pennsylvania
Greenwood Landfill TX, LP	Delaware
Gulf West Landfill TX, LP	Delaware
Gulfcoast Waste Service, Inc.	Florida
H Leasing Company, LLC	Delaware
Hancock County Development Company, LLC	Mississippi
Harland's Sanitary Landfill, Inc.	Michigan
Harrison County Landfill, LLC	Mississippi
Illiana Disposal Partnership	Indiana

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Illinois Landfill, Inc.	Illinois
Illinois Recycling Services, Inc.	Illinois
Illinois Valley Recycling, Inc.	Illinois
Imperial Landfill, Inc.	California
Independent Trucking Company	California
Ingrum Waste Disposal, Inc.	Illinois
International Disposal Corp. of California	California
Island Waste Services Ltd.	New York
Itasca Landfill TX, LP	Delaware
Jackson County Landfill, LLC	Mississippi
Jasper County Development Company Partnership	Indiana
Jefferson City Landfill, LLC	Delaware
Jefferson Parish Development Company, LLC	Louisiana
Jetter Disposal, Inc.	Iowa
Kandel Enterprises, LLC	Delaware
Kankakee Quarry, Inc.	Illinois
Keller Canyon Landfill Company	California
Keller Drop Box, Inc.	Oregon
Kerrville Landfill TX, LP	Delaware
Key Waste Indiana Partnership	Indiana
La Cañada Disposal Company, Inc.	California
Lake County C & D Development Partnership	Indiana
Lake Havasu LF Services, Inc.	Delaware
Lake Norman Landfill, Inc.	North Carolina
LandComp Corporation	Illinois
Lathrop Sunrise Sanitation Corporation	California
Lee County Landfill SC LLC	Delaware
Lee County Landfill, Inc.	Illinois
Lemons Landfill, LLC	Delaware
Lewisville Landfill TX, LP	Delaware
Liberty Waste Holdings, Inc.	Delaware
Liberty Waste Services Limited, L.L.C.	Delaware
Liberty Waste Services of Illinois, L.L.C.	Illinois
Liberty Waste Services of McCook, L.L.C.	Delaware
Little Creek Landing, LLC	Delaware
Local Sanitation of Rowan County, L.L.C.	Delaware
Loop Recycling, Inc.	Illinois
Loop Transfer, Incorporated	Illinois
Lorain County Landfill, LLC	Ohio
Louis Pinto & Son, Inc., Sanitation Contractors	New Jersey
Lucas County Land Development, Inc.	Delaware
Lucas County Landfill, LLC	Ohio
Madison County Development, LLC	Tennessee
Manumit of Florida, Inc.	Florida
Mars Road TX, LP	Delaware
McCarty Road Landfill TX, LP	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
McInnis Waste Systems, Inc.	Oregon
Menands Environmental Solutions, LLC	New York
Mesa Disposal, Inc.	Arizona
Mesquite Landfill TX, LP	Delaware
Mexia Landfill TX, LP	Delaware
Midway Development Company, Inc.	Arizona
Mississippi Waste Paper Company	Mississippi
Missouri City Landfill, LLC	Missouri
Morehead Landfill General Partnership	Kentucky
Mountain Home Disposal, Inc.	Delaware
N Leasing Company, LLC	Delaware
NationsWaste Catawba Regional Landfill, Inc.	South Carolina
NationsWaste, Inc.	Delaware
Ncorp, Inc.	Delaware
New Morgan Landfill Company, Inc.	Pennsylvania
New York Waste Services, LLC	Delaware
Newco Waste Systems of New Jersey, Inc.	New Jersey
Newton County Landfill Partnership	Indiana
Noble Road Landfill, Inc.	Ohio
Northeast Landfill, LLC	Delaware
Northlake Transfer, Inc.	Illinois
Oakland Heights Development, Inc.	Michigan
Obscurity Land Development, LLC	Virginia
Oklahoma City Landfill, L.L.C.	Oklahoma
Oscar's Collection System of Fremont, Inc.	Nebraska
Otay Landfill, Inc.	California
Ottawa County Landfill, Inc.	Delaware
Packerton Land Company, L.L.C.	Delaware
Palomar Transfer Station, Inc.	California
Panama Road Landfill, TX, L.P.	Delaware
Paradise Waste TS, Inc.	Delaware
Peltier Real Estate Company	Oregon
Pinal County Landfill Corp.	Arizona
Pine Hill Farms Landfill TX, LP	Delaware
Pinecrest Landfill OK, LLC	Delaware
Pinehill Landfill TX, LP	Delaware
Pittsburg County Landfill, Inc.	Oklahoma
Pleasant Oaks Landfill TX, LP	Delaware
Polk County Landfill, LLC	Delaware
Port Clinton Landfill, Inc.	Ohio
Portable Storage Co.	Oregon
Preble County Landfill, Inc.	Ohio
Price & Sons Recycling Company	Georgia
Prince George's County Landfill, LLC	Maryland
PSI Waste Systems, Inc.	Idaho
R.C. Miller Enterprises, Inc.	Ohio

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
R.C. Miller Refuse Service Inc.	Ohio
Rabanco Companies	Washington
Rabanco Recycling, Inc.	Washington
Rabanco, Ltd.	Washington
Ramona Landfill, Inc.	California
RCS, Inc.	Illinois
Resource Recovery, Inc.	Kansas
Rio Grande Valley Landfill TX, LP	Delaware
Risk Services, Inc.	Delaware
Rock Road Industries, Inc.	Missouri
Ross Bros. Waste & Recycling Co.	Ohio
Rossman Sanitary Service, Inc.	Oregon
Roxana Landfill, Inc.	Illinois
Royal Holdings, Inc.	Michigan
Royal Oaks Landfill TX, LP	Delaware
S & S Recycling, Inc.	Georgia
S Leasing Company, LLC	Delaware
Saline County Landfill, Inc.	Illinois
San Diego Landfill Systems, LLC	California
San Marcos NCRRF, Inc.	California
Sand Valley Holdings, L.L.C.	Delaware
Sangamon Valley Landfill, Inc.	Delaware
Sanitary Disposal Service, Inc.	Michigan
Sauk Trail Development, Inc.	Michigan
Show-Me Landfill, LLC	Delaware
Shred — All Recycling Systems Inc.	Illinois
Source Recycling, Inc.	Oregon
South Central Texas Land Co. TX, LP	Texas
Southeast Landfill, LLC	Delaware
Southwest Landfill TX, LP	Delaware
Springfield Environmental General Partnership	Indiana
St. Bernard Parish Development Company, LLC	Louisiana
St. Joseph Landfill, LLC	Missouri
Standard Disposal Services, Inc.	Michigan
Standard Environmental Services, Inc.	Michigan
Standard Waste, Inc.	Delaware
Streator Area Landfill, Inc.	Illinois
Suburban Transfer, Inc.	Delaware / Illinois
Suburban Warehouse, Inc.	Illinois
Summit Waste Systems, Inc.	Arizona
Sunrise Sanitation Service, Inc.	California
Sunset Disposal Service, Inc.	California
Sunset Disposal, Inc.	Kansas
Sycamore Landfill, Inc.	California
Tate's Transfer Systems, Inc.	Missouri
Taylor Ridge Landfill, Inc.	Delaware

<b>NAME OF ALLIED SUBSIDIARY GUARANTOR</b>	<b>STATE OF ORGANIZATION</b>
Tennessee Union County Landfill, Inc.	Delaware
Tessman Road Landfill TX, LP	Delaware
The Ecology Group, Inc.	Ohio
Thomas Disposal Service, Inc.	Missouri
Tippecanoe County Waste Services Partnership	Indiana
Tom Luciano's Disposal Service, Inc.	New Jersey
Total Roll-Offs, L.L.C.	Texas
Total Solid Waste Recyclers, Inc.	New Jersey
Tricil (N.Y.), Inc.	New York
Tri-State Recycling Services, Inc.	Illinois
Tri-State Refuse Corporation	Arizona
Turkey Creek Landfill TX, LP	Delaware
United Disposal Service, Inc.	Oregon
Upper Rock Island County Landfill, Inc.	Illinois
Valley Landfills, Inc.	Oregon
Victoria Landfill TX, LP	Delaware
Vining Disposal Service, Inc.	Massachusetts
Warrick County Development Company	Indiana
Wasatch Regional Landfill, Inc.	Utah
Waste Control Systems, Inc.	Oregon
Waste Services of New York, Inc.	New York
Wastehaul, Inc.	Indiana
Wayne County Land Development, LLC	New York
Wayne County Landfill IL, Inc.	Delaware
WDTR, Inc.	Oregon
Webster Parish Landfill, L.L.C.	Delaware
Whispering Pines Landfill TX, LP	Delaware
Willamette Resources, Inc.	Oregon
Williams County Landfill Inc.	Ohio
Willow Ridge Landfill, LLC	Delaware
WJR Environmental, Inc.	Washington
Woodlake Sanitary Service, Inc.	Minnesota

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-150943, 333-81801, 333-78125, 333-45542 and 333-104048) of Republic Services, Inc. of our report dated February 20, 2008, except with respect to our opinion on the consolidated financial statements insofar as it relates to the effects of the change in reportable segments discussed in Notes 1, 4 and 17, as to which the date is May 5, 2008, relating to the consolidated financial statements, financial statement schedule and the effectiveness of internal control over financial reporting of Allied Waste Industries, Inc., which appears in Allied Waste Industries, Inc.'s current report on Form 8-K dated May 5, 2008, which is incorporated by reference in this Form 8-K.

We also consent to the incorporation by reference in the Registration Statements referred to above of our report dated February 20, 2008, except for the effects of the change in reportable segments discussed in Note 1 to the consolidated financial statements, as to which the date is May 5, 2008, relating to the consolidated financial statements and financial statement schedule of Browning-Ferris Industries, LLC, which appears in the current report on Form 8-K dated May 5, 2008 referred to above.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Phoenix, Arizona

December 8, 2008

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**REPUBLIC SERVICES AND ALLIED WASTE COMPLETE MERGER TO  
FORM LEADING ENVIRONMENTAL SERVICES COMPANY**

**Fort Lauderdale, Fla. and Phoenix (December 5, 2008)** — Republic Services, Inc. (NYSE: RSG) and Allied Waste Industries, Inc. (NYSE: AW) today announced that they have completed their merger to create one of the nation's leading waste and environmental services providers. The combined company, which will be based in Phoenix, is named Republic Services, Inc. and trades under the ticker symbol "RSG" on The New York Stock Exchange. As of the close of market on December 5, Allied Waste stock will be delisted and will no longer trade on the NYSE.

The merger creates a company with expected pro forma annual revenue of approximately \$9 billion and a total market capitalization of approximately \$8 billion. The combined company has more than 35,000 employees serving more than 13 million customers in 40 states and Puerto Rico. The company is expected to generate more than \$150 million in pre-tax annual synergies by 2011.

"Today marks an exciting new beginning for Republic Services and the entire environmental services industry," said Jim O'Connor, Chairman and Chief Executive



Officer of Republic Services. “We are looking forward to combining the best practices, complementary assets and experienced executives from two great companies to enhance our leadership position. This is an outstanding opportunity for us to better serve our customers, provide enhanced opportunities to our employees and create shareholder value.”

Don Slager, President and Chief Operating Officer of Republic Services and former President and Chief Operating Officer of Allied, added, “We have the strategy, people and resources in place to rapidly realize the value of the transaction for customers, shareholders and employees. Our integration teams have worked very hard to prepare for this day, and we have thorough plans in place to ensure our customers and employees experience a seamless transition.”

#### **Transaction Terms**

Under the terms of the agreement, Allied shareholders will receive 0.45 shares of Republic common stock for each share of Allied common stock held. Republic is issuing approximately 196 million shares of common stock to Allied shareholders, representing approximately 52% ownership of the combined company. In connection with the transaction, Republic has put in place a new unsecured senior credit facility. The existing senior notes of both Republic and Allied will remain outstanding. Republic’s unsecured corporate credit and all of the senior notes have been assigned investment grade ratings.

James E. O’Connor continues as Chairman and Chief Executive Officer of the combined company, while Don Slager has become President and Chief Operating Officer. Tod Holmes continues as the company’s Chief Financial Officer.

The Board of Directors of the combined company will consist of 11 members, including Mr. O’Connor, five independent directors from the former Republic board of directors and five independent directors from the former Allied board of directors.

Merrill Lynch & Co. acted as financial advisor to Republic Services. Akerman Senterfitt, DLA Piper US LLP and Wachtell Lipton Rosen & Katz served as legal advisors to Republic Services. UBS Investment Bank acted as financial advisor to Allied Waste. Mayer Brown LLP served as legal advisor to Allied Waste.

***About Republic Services, Inc.***

Republic Services, Inc. is a leading provider of solid waste collection, transfer and disposal services in the United States. The Company's operating units are focused on providing solid waste services for commercial, industrial, municipal and residential customers.

**Information Regarding Forward-Looking Statements**

Certain statements and information included herein constitute "forward-looking statements" within the meaning of the Federal Private Securities Litigation Reform Act of 1995. Any such forward-looking statements contained herein are based on current expectations, but are subject to a number of risks, uncertainties, and other factors that may cause actual results to differ materially from expectations expressed in such forward-looking statements, many of which are beyond the control of Republic. Such risks, uncertainties and other factors include: regulatory and litigation matters and risks, legislative developments, changes in tax and other laws, the effect of changes in general economic conditions, risks that the combined company may not achieve anticipated synergies or that the acquisition may not be accretive to earnings in the anticipated time frame, or at all, risks that the combined company may not generate expected cash flows, as well as risks relating to the business and operations of Republic included in its filings with the Securities and Exchange Commission. Shareholders, potential investors and other readers are urged to consider these factors carefully in evaluating our forward-looking statements and are cautioned not to place undue reliance on forward-looking statements. The forward-looking statements made herein are only made as of the date of this press release and the parties hereto undertake no obligation to publicly update these forward-looking statements to reflect subsequent events or circumstances.

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